The Solicitors' Journal.

LONDON, MARCH 8, 1884.

CURRENT TOPICS.

We understand that, at a meeting of the members of the Law Club, held at the Law Institution, on Wednesday last, a resolution in favour of the dissolution of the club was carried by a large majority.

The attention of practitioners should be drawn to a notice which has been issued that the Pay Office business having reference to the Queen's Bench Division will be transacted in Room No. 65.

Vice-Chancellor Bacon, notwithstanding his jocular remarks with reference to postponing to a distant period judgment in *The London Financial Association* (*Limited*) v. *Kelk*, has, we understand, arranged to deliver judgment in the case on Saturday, the 8th inst.

The example set by the authorities of Serjeants'-inn and Clement's-inn has, we understand, been partially followed by the members of Barnard's-inn, who have recently divided amongst themselves the valuable plate belonging to the Inn. It will be remembered that in 1880 the Principal and Ancients entered into negotiations to sell the freehold property of the Inn for £50,000, and an action for specific performance was brought against them by the intending purchaser, but the action was dismissed by Mr. Justice Fry, on the ground that there was no binding contract (29 W. R. 922).

It may be desirable to draw the attention of our readers to the appointment of a committee of the Incorporated Law Society to watch the working of the Judicature and Bankruptcy Rules, and from time to time to report to the council with a view to immediate representations to the authorities when circumstances require. As will be seen from the names given elsewhere, the committee is a very strong one; but, in order that it may perform its duties with the greatest efficiency, it will be very desirable that members of the profession should communicate to the secretary instances occurring in practice in which the new rules are found to work injustice.

We print elsewhere a report of a discussion before the registrar of the Manchester County Court, which will be found very instructive as showing the views of the Board of Trade as regards the non-allowance of costs of a solicitor acting for a debtor. The Board of Trade hold that after the receiving order has been made the debtor has no right to incur any costs, so far as his estate is concerned. The official receiver will instruct the debtor how to make out his statement of affairs; the oath as to the correctness of the statement can be taken at the official receiver's office; and even in case of the public examination of the debtor no solicitor must appear on his behalf, unless, indeed, the friends of the debtor choose to employ and pay a solicitor for that purpose. The registrar is reported to have dissented from this view, and to have declared his intention to be to allow the costs of a solicitor attending the public examination on behalf of the debtor.

The report of the Sheffield District Incorporated Law Society contains a resolution of the committee of the society as to the interpretation to be given to rule 4 in Schedule I., Part I., of the Remuneration Order, which provides that "if a solicitor peruses a draft on behalf of several parties having distinct interests, proper to be separately represented, he is to be entitled to charge £2 additional for each such party after the first." The question seems to have arisen whether this fee of £2 covers anything more than the perusal of the draft. The committee hold that, "as a general proposition," it covers "all the costs incurred in respect of the person for whom the draft is perused; including, if needed, a copy of the deed for him." The rule was not contained in the draft order of the Incorporated Law Society, and, like most of the rules framed by the Tribunal, it is very loosely worded, but we incline to think that the interpretation adopted by the committee is correct. It is to be observed that the rule does not say that the solicitor is to be entitled to charge £2 additional *for such perusal*, but "for each such party after the first." It would be interesting, however, to hear what view is generally taken in London of the meaning of this rule.

The firm of Messrs. Parkers, of No. 17, Bedford-row, which has become so unfortunately conspicuous this week, was founded in or about 1834, under the style of Parker, Taylor, & Rooke, the offices then being at No. 3, Raymond's-buildings, Gray's-inn. The founder, Mr. Henry Parker, had, however, been in practice in Gray's-inn for some years previously. In 1848 the firm removed to No. 17, Bedford-row. About 1859 Mr. Frederick Searle Parker, who had then just been admitted a solicitor, became a partner; and in 1862 his brother, Mr. William Searle Parker, on being admitted a solicitor, joined the firm. In 1872 Mr. T. J. Rooke retired, and in 1874 the firm took its present name, the partners being Mr. Henry Parker and Messrs. F. S. Parker and W. S. Parker. Since 1877 the two last-named persons have been the sole partners. The firm has held high rank in the profession, and its business has always been understood to be largely of the "family lawyer" type. It is stated that proceedings for a dissolution of the partnership were recently instituted, and receivers appointed, but we learn that a creditor's petition in bankruptcy was presented on Thursday.

We referred last week to the suggestion of the learned editor of an edition of the Agricultural Holdings Act, 1883, that that Act does not apply to market gardens. Section 54 of the Act, upon which the question depends, is very badly drawn. That section, so far as it applies to market gardens, is as follows:—"Nothing in this Act shall apply to a holding that is not either wholly agricultural, or wholly pastoral, or in part agricultural, and as to the residue pastoral, or in whole or in part cultivated as a market garden." We had never any doubt that by this section, as printed by the Queen's printers, the word "not" governed the whole sentence, so as to have the effect of including market gardens in the Act. But the double negative is so awkward, and the exclusion of market gardeners so defensible, that it occurred to us that the section might possibly have been misprinted by the omission of "is" before "in." We have ascertained, however, that this is not the case, not only from an inspection of the Parliament Roll, but by tracing the course of the Bill through the House of Commons. As the clause (which was taken from section 58 of the Act of 1875) originally stood, it contained no reference to market gardens. The question then arose in Committee of the House of Commons whether market gardens were included under the term agricultural holdings, and this appearing to the majority of the Committee to be doubtful, though Mr. Dodson, on the part of the Government, declared that market gardens were clearly included, Mr. Barclay moved, unsuccessfully, first, to substitute "cultivated" for "agricultural," and afterwards to insert "horticultural" after "agricultural." Eventually Mr. Dodson,

"to remove the difficulties as to the word 'horticultural,'" proposed an amended clause in the terms of the present section 54, so far as market gardens are concerned.

The curious point decided last Saturday in *Reg.* v. *Brittleton*, that a husband cannot give evidence against his wife on an indictment for stealing his goods, discloses a *casus omissus* in the Married Women's Property Act. The 12th section of that Act enacts that every woman shall have against her husband the same remedies by way of criminal proceedings for the protection of her own separate property as if such property belonged to her as a *feme sole*, and, further, that "in any proceeding" under that section a husband or wife shall be competent to give evidence against each other, any statute or rule of law to the contrary notwithstanding." The 16th section of the same Act enacts that "a wife doing any act with respect to any property of her husband, which, if done by the husband with respect to property of the wife, would make the husband liable to criminal proceedings by the wife under this Act, shall in like manner be liable to criminal proceedings by her husband." In *Reg.* v. *Brittleton* the simple facts were that the wife had eloped, and that she and her paramour had taken away with them certain property of the husband. The wife and the paramour being jointly indicted, the question was whether the husband's evidence was admissible against the wife, and the Court of Criminal Appeal held that it was not, on the ground that the words "in like manner," which occur in the 16th section of the Act, did not apply to evidence. A construction of this section so purely literal, in the face of the reason of the thing, and the obvious intention of the Legislature, will no doubt be a great surprise to many persons, but the courts have over and over again declined to supply *casus omissos*, and a whole string of instances in which they were unsuccessfully asked so to do may be found collected in Maxwell on Statutes (at p. 19, *et seq.*). Amongst these one of the most conspicuous is an instance supplied by the Married Women's Property Act, 1870. In *Hancock* v. *Lablache* (26 W. R. 402, L. R. 3 C. P. D. 197) it was held that the 11th section of that Act, which empowered a woman to sue alone in respect of her separate property, did not empower other persons to sue her in respect of such property without joining her husband. "Whether there has been an intentional or unintentional omission to render the wife liable," observed Lindley, L.J., in that case, "I cannot supply it. Of that I have no doubt." Upon the construction of the Act, therefore, the decision seems to be correct.

One of the main grounds of our dislike to the slovenly air of colloquialism which disfigures modern Acts of Parliament is the difficulty which it presents in the way of indirect inference in cases where an Act has failed to say directly and plainly what it means. The Conveyancing Act of 1881 is not free from this fault of style; and perhaps it appears in section 30 not less conspicuously than in any other part of the Act. That section enacts that where an estate of inheritance is vested on any trust or by way of mortgage in any person solely, the same shall, on his death, notwithstanding any testamentary disposition, "devolve to" his personal representatives; and the question has arisen whether this enactment applies to copyholds. Mr. Justice Kay held last week, in a case of *In re Hughes* (*Weekly Notes*, p. 53), that it does. We shall defer further comment upon this important decision until we are in possession of a fuller report. Meanwhile, we shall only remark that the very peculiar language of the section strongly suggests that the draftsman was not thinking of copyholds when he penned it, without containing any clear evidence of an intention to omit them.

A report of the decision of the same learned judge in *In re Judkins' Trusts*, upon section 43 of the same Act, will be found in last week's Weekly Reporter, p. 407. That section deals with the application of infants' property for maintenance. A testator had bequeathed the sum of £1,500 to be divided equally among the six children of a friend, not connected with him by relationship, *who should be alive at the death of the testator's grandson*. The shares were directed to be paid on attaining the age of twenty-one or marriage. The testator died in 1878, and the grandson in question is still living; so that the shares of the legatees are still contingent. The trustees of the will had set apart a sum of £1,500 to meet this legacy; and the question arose, Who was entitled to the intermediate income of the fund? which was claimed (1) by the legatees, some of whom were infants, (2) by the residuary legatee, and (3) by the next of kin. A claim was set up on behalf of the legatees, by reason of the fact that the *corpus* of the legacy had been actually severed from the rest of the testator's estate; but this claim was negatived by the learned judge, upon the authority of *Festing* v. *Allen* (5 Ha. 573), on the ground that the severance had not arisen from any cause connected with the legacy itself, but only because the rest of the estate happened to have been paid to the residuary legatee. The learned judge held that the intermediate income became part of the residue. The most interesting part of the decision turns upon the claim of such of the legatees as were infants, to have the income of their share applied towards their maintenance under section 43 of the Conveyancing Act; which enacts that where any property is held in trust for an infant, whether *absolutely or contingently on his attaining the age of twenty-one years, or on the occurrence of any event before his attaining that age*, the income may be applied for maintenance and so forth. Mr. Justice Kay held that the section did not apply to the present case; and his reason seems (for his language is a little obscure) to have been that the infants might, by possibility, attain the age of twenty-one without any vesting of the property, since the testator's grandson might be then still living. In other words, though the contingency of a legacy will not of itself prevent the application of the intermediate income for maintenance, it will prevent such application, unless the contingency is such that, if it happens at all, it *must* happen not later than the infant's attaining the age of twenty-one. This conclusion certainly seems to us to follow from the language of the Act.

The new Franchise Bill, as was expected, preserves in general the existing county qualifications, adding thereto occupation qualifications similar to those in boroughs. It is in some respects a pity that the enactments on the subject of the franchise could not be re-cast and consolidated; but, for many reasons, this is past praying for, and, perhaps, on the whole, greater symmetry and simplicity would be dearly bought, taking into consideration the possibility of a crop of fresh points of registration law. The effect of the superposition of the new franchises upon the old, as effected by the Representation of the People Act, and now proposed in this Bill, is clumsy enough; but those who have the conduct of registration have become familiar with the working of the system in this respect, and, perhaps, more would be lost than gained if it were to be re-cast. It will be perceived, however, that it is proposed to abolish one of the existing franchises in counties, and we are of opinion that this will be a decided improvement in the law. We allude to the qualification of the £50 occupier under what is commonly known as the Chandos clause. Practically speaking, a man who is qualified in respect of this qualification must, in almost all cases, be qualified under the £12 rated occupier franchise created by the Representation of the People Act. It is possible, theoretically, that a man who occupies at a rent of £50 may not be rated at £12; but it seems to us that the possibility of a case likely to occur so seldom in practice may well be disregarded, and the £50 occupier franchise allowed to merge in the £12 occupation franchise, now to be reduced to £10. The co-existence of the two qualifications sometimes leads to a certain amount of confusion, and involves the possibility of mistakes which we have not space to detail. It is theoretically the duty of the overseers to put the £50 occupier on the £12 list, if qualified, though already on the old register, and the revising barrister has the trouble of going into the question of identity and erasing the name from the £12 list. Again, the £50 occupier is generally a yearly tenant of a farm, and though, of course, yearly tenants often remain many years, still, their interest is legally but for a short time. If, however, the £50 occupier once gets on the register as such he remains there until taken off upon objection, a position which seems more naturally suited to a person possessing a more durable legal interest in the land. Altogether, we do not see the advantage of retaining the £50 rental qualification as matters now stand, and,

therefore, we consider the proposition to abolish it an alteration for the better in the machinery of the law.

We have before us the two Bills to amend the law of evidence which have been introduced in the two Houses of Parliament by Lord Bramwell and the Attorney-General respectively, and one or other of which may be expected to pass. Alike in their main object—that of rendering accused persons competent to give evidence—the Bills differ considerably in details and in phraseology. Lord Bramwell proposes that "every person charged with an offence, and the wife and husband, as the case may be, of the person charged, shall be a competent witness on every hearing at every stage of such charge, and whether the person so charged is charged or arraigned solely or jointly with another or others." The Attorney-General's Bill puts it that, "in any criminal proceeding, an accused person, prisoner, or defendant (each of whom is in this Act referred to as a defendant), may, if such defendant think fit, be called, sworn, examined, cross-examined, and re-examined as an ordinary witness in the case." Both Bills agree in making the accused a competent witness only and not a compellable witness, and the principal difference between them is that Lord Bramwell does not expressly provide for the accused giving his evidence on oath, or for his being cross-examined. It is, perhaps, doubtful whether the liability to be sworn could be implied, and it would be desirable to express the intention of the Legislature in unmistakeable words. The Criminal Code Bill of 1878, we may remark, provided that the evidence should be unsworn. The Criminal Code Commissioners of 1879 recommended that no accused person should be liable to be called as a witness by the prosecutor, but that every such witness called and giving evidence on behalf of the accused should be liable to be cross-examined, "provided that, so far as the cross-examination relates to the credit of the accused, the court may limit such cross-examination to such extent as it thinks proper, although the proposed cross-examination might be permissible in the case of any other witness," and this recommendation was embodied *totidem verbis* in the Criminal Code Bill of 1879 and the Criminal Code Procedure Bill of last session. It is conspicuous by its absence from both the present Bills, each of which, however, contains a careful saving clause. Lord Bramwell proposes that "no person charged . . . shall have the right to refuse to answer any question on the ground that it would tend to criminate him or her [is not the "her" superfluous by reason of 13 Vict. c. 21?] as to the offence charged, unless the court, before whom such hearing shall take place, shall think fit," while the Attorney-General's clause runs that, "a person called as a witness, in pursuance of this Act, shall not be asked, and, if asked, shall not be required to answer, any questions tending to show that any defendant has committed any offence other than that wherewith he is then charged, or that any defendant is of bad character, unless such defendant has given evidence of good character." Neither of the Bills has any repealing clause, which, looking to the number of prior enactments in *pari materiâ* (see, for instance, the Licensing Act, 1872, s. 51, sub-section 4; the Adulteration Act, 1875, s. 21; the Conspiracy and Protection of Property Act, 1875, s. 11; and the Act which we will call the Highway Non-Repair Indictment Act, 1877—40 & 41 Vict. c. 14), is not a little to be deplored.

The decision in *In re Hutchinson, Hutchinson* v. *Norwood* (32 W. R. 392), which cannot be questioned, can only be regretted. It is one of those decisions, necessary perhaps, but unfortunate, which go far towards justifying the attacks made upon the law by laymen. The accounts in the administration of a very large estate proved to be complicated, and were ordered to be taken by an accountant instead of the chief clerk. The accountant did the work, and his remuneration was fixed at £900. But besides this sum the chief clerk proposed to burden the estate with £1,196 17s. 6d. for court fees on taking the accounts, although the court had not done the work, and did not propose to pay for having got it done by an accountant. The Lord Chancellor decided that the estate must pay both the sums, holding that the order appointing the accountant did not supersede the order for accounts to be taken in chambers, but was ancillary to it, and that the court had power to obtain the assistance of an expert. The chief clerk had adopted the expert's report, and, therefore, might be said to have taken the accounts himself. This seems a somewhat rigorous application of the maxim *qui facit per alium facit per se*. Cotton, L.J., agreed with the Lord Chancellor, and the legality of the judgment can hardly be impeached. But a suitor cannot be expected to see the justice of a decision which requires him to pay twice over for the same thing—to pay the person who did his business, and the person who did it not. In the particular case it may be said that no great hardship was done, for an estate amounting to £2,393,736 11s. 9d. can well afford a couple of thousands. Such an argument, though illogical and unjust, is usually overwhelming.

THE PROPOSED AMENDMENT OF THE LAW OF ESCHEAT.

A Bill has been recently introduced in the House of Lords by the Lord Chancellor "to amend the law respecting the administration of the personal estate, and the escheat of real estate of deceased persons." It contains only two effective clauses, one dealing with personal estate and its administration by the nominee of the Crown, the other with the extension of the law of escheat. The latter, with which we are on this occasion solely concerned, is in these terms:—

"From and after the passing of this Act, when a person dies without an heir and intestate in respect of any estate or interest, whether legal or equitable, in any incorporeal hereditament, or of any equitable estate or interest in any corporeal hereditament, the law of escheat shall apply in the same manner as if the estate or interest above mentioned were a legal estate of the deceased person in land."

The golden rule of parliamentary drafting is that the draftsman should, before he sets to work, make himself thoroughly acquainted with the law which he proposes to amend. In this particular instance it is to be feared that the rule has not been too carefully observed. Ignorance or confusion of thought is the less excusable, inasmuch as the leading principles of the law of escheat have been perfectly well settled for more than a century; and the judgments in the great case of *Burgess* v. *Wheate* (1 Eden. 177, 1 W. Bl. 123) contain a clear and exhaustive examination of the whole subject. What, we may ask, is the law of escheat, which is here applied to incorporeal hereditaments, and equitable estates and interests in corporeal hereditaments? It is, shortly, that land granted in fee simple reverts to the lord when there is no tenant. Not necessarily on failure of heirs, not necessarily to the Crown, but *pro defectu tenentis*, and to the lord of whom the fee is held. Tenure is the foundation of the law, and without tenure there can be no escheat. Very few incorporeal hereditaments are subjects of tenure; and it is as absurd to speak of the escheat of incorporeal hereditaments in general as of the escheat of consols or personal chattels. "An escheat," says Sir Thomas Clarke, M.R., in the case above cited, "was, in its nature, *feodal*. A feud was the right which the tenant had to enjoy lands, rendering to the lord the duties and services reserved to him by contract. On the other hand, a right remained in the lord after a grant made, called a seignory, consisting of services to be performed by the tenant, and a right to have the land returned, on the expiration of the grant, as a reversion; a right afterwards called an escheat."

Although the feudal relations of lord and tenant have long since become extinct, yet escheat, as a practical result of those relations, has continued unaltered down to the present day. Services are no longer rendered by an owner in fee simple to his lord, but the condition on which an escheat takes place is determined by the want of a tenant to perform those services. Accordingly, where land is vested in a trustee upon trust for A. and his heirs, and A. dies intestate and without an heir, there is no escheat of the equitable fee, for the lord, whether the Crown or a mesne lord, has a tenant (the trustee) to perform the services.

In the proposed enactment which we have extracted above, no provision is made as to the person to whom the equitable estate or interest is to escheat. Failure of heirs, coupled with intestacy, determines the event on which the estate or interest is to go over; but we are left somewhat in the dark as to the lord who is to take. In the case of legal estates, the lord was ascertained by the tenure of the estate, and in default of any known

mesne lord, the land was presumed to be held of the Crown. Incorporeal hereditaments, however, are, in most cases, not the subjects of tenure; there is no lord, and no means of determining who would be the lord if the incorporeal hereditament were what it cannot be—a legal estate in land. It was on this ground that it was decided that there could be no escheat of money liable to be invested in land; for, until some particular land was bought, no one could tell who would be the lord entitled to the escheat.

Assuming that this difficulty is got over by interpreting "escheat" to mean "forfeiture to the Crown," there remain other equally serious obstacles to the working of this Bill. Where a legal fee escheats, the title of the Crown has to be ascertained by inquisition, and the land vests in the Crown on office found. But if the estate is vested in trustees, some entirely different procedure must be adopted. An inquest, no doubt, may find that the interest of the deceased was an equitable fee; but how is the legal estate to be got in? There is no provision made for divesting the estate of the trustees, and it seems doubtful whether they can be compelled to convey.

To test the Bill by another case: suppose that a testator devises land to trustees upon trusts which fail, or are incapable of being carried out, and dies without an heir. There is, in such a case, a resulting trust, not for the testator, but for his heirs, and he cannot be said to have died intestate in respect of any estate or interest in the land. The rights of the trustees not being expressly taken away by the Bill, they would remain as defined by the old law; and the trustees would hold the property for their own benefit.

Another case which is not, but should be, provided for by the Bill is that which came before the courts in *Taylor* v. *Hogarth* (14 Sim. 8), and which may be thus summarized. Land is devised to trustees upon trust to sell and hold the proceeds for purposes which fail, and the testator dies without heirs. The lord cannot claim by escheat, as the trustees are tenants in possession, and the Crown has no equity to compel conversion that it may take the proceeds as *bona vacantia*. Even if the trustees sell without necessity, so that the estate is, in fact, personalty in their hands, they can retain the money as their absolute property.

To illustrate the difficulty arising in the case of incorporeal hereditaments, let us suppose that the intestate was entitled to a rent charge issuing out of land. Under the present law, if the deceased owner died without heirs, the rent became extinct for the benefit of the inheritance. Under the proposed measure it is to escheat to somebody; but, there being no lord, we can only guess to whom. There are three possible claimants—viz., the Crown, the chief lord, if any, of the land out of which the rent issues, and the tenant of the land. It is probable that the Crown would be held entitled, but the question appears to admit of considerable doubt.

With respect to equitable estates or interests, the language of the Bill is very comprehensive, and includes not only equitable estates in fee simple, but also an equitable mortgage, a contract to purchase, and the trust of a term. The application of the law of escheat to these classes of property seems to be fraught with difficulty. If, for example, the intestate had entered into a binding contract to purchase an estate, but had not paid the purchase-money or taken a conveyance, the benefit of the contract would, under ordinary circumstances, have devolved upon his heir, subject to the vendor's lien for unpaid purchase-money. But since this liability to pay the purchase-money is a burthen imposed on the heir by statute (Locke King's Acts), the Crown, taking by escheat, and not being named in the statute, would seem to be entitled to exoneration out of the personal estate. This can scarcely be intended, and would, in some cases, operate harshly upon the legatees of the personal estate.

Although the Bill, as we have stated, seems to be so expressed as to include equitable interests in leaseholds, it may be doubted whether it was intended to apply to such property. For under the existing law chattels real and personal do not become the property of the trustee in whom they are vested, but pass to the Crown as *bona vacantia*: see *Cradock* v. *Owen* (2 Sm. & G. 241). Without a clear indication of intention it cannot be supposed that this right of the Crown is to be taken away, but the analogy of the law of escheat might, perhaps, deprive the Crown of the property, and transfer it to the lessor. Moreover, the expression, "dies without an heir," is inappropriate with reference to interests of a personal nature.

If the foregoing criticism is sound, the Bill, as it stands, fails to provide clearly for those cases, comparatively of common occurrence, where there is a failure of heirs entitled to an equitable fee; and falls into hopeless confusion by applying the word "escheat," which is a term of art, in some new and unknown sense, to various kinds of property not hitherto subject to that feudal incident.

REVIEWS.

PLEADINGS.

CHITTY'S FORMS OF PRACTICAL PROCEEDINGS IN THE QUEEN'S BENCH DIVISION OF THE HIGH COURT OF JUSTICE. Twelfth Edition. By THOMAS WILLES CHITTY. Stevens & Sons.

In the times antecedent to the Judicature Acts "Chitty's Forms," as a companion to "Chitty's Archbold's Practice," was a book absolutely essential to the library of every barrister practising in the common law courts. The passing of the Judicature Acts removed all the ancient landmarks of the law, and rendered, to a great extent, useless all the existing manuals of practice. Attempts were made to re-model books of ancient renown and to bring them into conformity with the recent changes, but the time has been one of transition, and, therefore, highly unfavourable to such attempts. It may, however, now be hoped, though with trembling, that a more settled period has been reached, and that the complete re-moulding of the practice, which has been effected by the rules of 1883, may mark the close for some time at least of the epoch of sweeping changes in the procedure of the Supreme Court. It, therefore, appears to us that the author of the book whose title we give above has been fortunate with regard to the time of its publication, and we are glad to welcome the re-appearance of the old familiar title upon the altered scene.

The work, though nominally a new edition of the original Chitty's Forms, is in great part practically a new book, so much revision and re-settlement of the previously existing forms has been necessary. It follows, however, to a great extent, the arrangement of the former editions, which, as our readers will be aware, corresponded with the arrangement of subjects in Chitty's Archbold, a new edition of which is stated to be in the course of preparation by the same editor. Thus the forms commence with those relating to the subjects of "Articled Clerks and Solicitors." The work then proceeds to deal with the various stages of an action prior to trial, and the intermediate matters ancillary thereto. Then the forms relating the trial, judgment, and execution are given. Naturally, the next heading is that of "Appeals," and under this title the forms necessary in the case of an appeal to the House of Lords will be found. It can hardly be said in strictness that these are forms of proceedings in the Queen's Bench Division, but we think that every lawyer will readily overlook any inconsistency with the title involved in their introduction in view of their great utility and convenience. Then come the forms relating to actions by or against particular parties, such as corporations, hundredors, infants, executors, &c. These are followed by the forms of proceedings in particular actions, such as actions for recovery of land, for *mandamus* or injunction, petitions of right, and the forms relating to divers miscellaneous matters, such as judgments under judge's order, *cognovit*, or warrant of atttorney and interpleader. The subject of motion and orders and of affidavits is then dealt with, and the subjects of arrests under judges' orders, proceedings connected with inferior courts, and reference to arbitration, form the concluding chapters of the book. It will, therefore, be seen that the book, like the original "Chitty's Forms," is an exhaustive repertory of the forms of civil procedure in the Queen's Bench Division. It is hardly possible to exaggerate the utility of a work like this to the practitioner. Were not the care, skill, and labour involved in the production of such works as these forthcoming at often very inadequate remuneration, the practice of the law would be rendered infinitely more troublesome and difficult. The work of adapting old forms to the new practice must often present questions of considerable doubt, and difficulty, and responsibility; but the name and reputation of the author in this case will be a guarantee to anyone using the forms that the utmost has been done to insure the accuracy of the precedents given. Very valuable notes are appended to the various forms, referring to the decisions upon the subject-matter of the particular form. As a specimen, we may refer to the note on application for attachment of debt, at p. 462. Law books do not generally contain much of an amusing nature, but one of the chapters in this book did amuse us by recalling to our mind very strongly the celebrated chapter in the old book of travels headed "Manners and Customs of the Natives." Chapter 2 of Part XIV. is headed "Outlawry." The body of the chapter, which only contains a few lines, states, however, that outlawry in civil proceedings has been abolished. The subject

of outlawry having formed an important topic in the former "Chitty's Practice and Forms," it might be considered practically desirable to retain the heading, noting under it the fact of the alteration of the law, but it certainly has a somewhat grotesque effect to find a chapter headed "Outlawry," and, on turning to the chapter itself, that there is no such thing.

CORRESPONDENCE.

THE MARRIED WOMEN'S PROPERTY ACT, 1882.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The decision of the Court for Crown Cases Reserved in *The Queen* v. *Maria Brittleton* (*Times*, March 3, 1884) brings out pretty clearly the unsatisfactory nature of the new Married Women's Property Act in a most important particular. The Act was passed far more in the interests of the poorer classes than of the rich, for, while marriage settlements are almost unknown amongst the former, the latter are scarcely ever without such safeguards as the most carefully drafted indentures can afford. And of all the provisions of the new Act, those relating to criminal proceedings, as between husband and wife (sections 12 and 16), are likely to be the most frequently brought into requisition, and yet what do we find? In the first important case which the higher courts have been called upon to decide, there is want of unanimity amongst five judges on the crucial question whether husband and wife are competent witnesses against each other in a matter where justice cannot be obtained without such evidence, and so a married woman may with impunity rob her husband of his property and elope with her paramour. That is actually the present condition of the law under the recent decision of Lord Coleridge and his four brother judges.

It is much to be regretted, as the Lord Chief Justice said, that the case was not argued before their lordships, for, with all respect, it must be submitted that their judgment, so far as it relates to section 12, is scarcely reconcilable with the plain wording of that section. That section (according to Lord Coleridge's judgment, as reported) "said that, where the husband was indicted for taking the wife's property, the husband and wife were to be competent witnesses against each other, *but, in a case where the husband was indicted, she could not give evidence by law*, and that section seemed to show that the wife could not give evidence against her husband if she indicted him for stealing her separate property. Then the other section said," *&c.*

Now does the above passage (especially the italicised portion of it) correctly represent the material part of section 12? In that section we read:—"*In any proceeding under this section a husband or wife shall be competent to give evidence against each other, any statute or rule of law to the contrary notwithstanding.*" The words I have italicised in the passage quoted from Lord Coleridge's judgment must be meant either to represent the effect and actual provisions of the 12th section, in which case they are read into the section, for assuredly they are not to be found therein. Or else they must mean that by law (apart from this particular Act) a wife cannot give evidence against her husband, and, therefore, she cannot give such evidence under this Act. But such a statement is clearly at variance with the express wording of the section, "*any statute or rule of law to the contrary notwithstanding.*" It may be said that there is a proviso; but that only enacts that the wife "cannot take criminal proceedings against her husband while living together, nor even after separation, except in the case of his wrongfully taking her property when leaving or deserting her" (see Conybeare and Andrews' Married Women's Property Act, at pp. 132, 136).

The whole question at issue in the above case was, whether the words of section 16, "a wife . . . shall, *in like manner*, be liable to criminal proceedings by her husband," are sufficient to import into that section the new rule of law as to competency of husband and wife as witnesses, contained in section 12, but apparently limited by the words of that section ("in any proceeding *under this section*") to an indictment of a husband by his wife. The court decided in the negative, and it is difficult to see how they could have done otherwise. But it is submitted that the grounds upon which they based their decision are wrong.

Mr. Justice Stephen thought that section 12 "might be fairly construed as making the husband and wife witnesses against each other, *subject to existing rules of law, one of which excluded any one who was indicted.*" Doubtless a husband under indictment by his wife could not give evidence any more than any other prisoner (*Reg.* v. *Payne*, L. R. 1 C. C. R. 349). But she is enabled to give evidence against him in such a case, else what is the meaning of the words "any statute or rule of law to the contrary notwithstanding"?

It is difficult, indeed, to see how the plain meaning of section 12 is to be avoided without reading into that section something which it does not contain. And if, without such interpolation, its meaning be as is above submitted, it places the decision as to section 16 on a wholly wrong footing to argue, as Lord Coleridge did, that "it is difficult to see how the husband could be a witness against her [under section 16] if, under the other section, she could not be so against him." The real difficulty is to see how, in the face of the limiting words of section 12 ("in any proceeding under this section"), and in the absence of any words importing the distinct provision of section 12 into section 16, husband or wife can be competent witnesses against each other under the latter section. C. A. V. CONYBEARE.

40, Chancery-lane, March 5.

PROBATE COSTS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The alterations effected by the Customs and Inland Revenue Act, 1881 (44 Vict. c. 12), with regard to probates, have rendered it difficult to decide whether the charge in the probate bill for "probate under seal" should be calculated on the gross or the net value of the estate; and whether the account and schedule to the affidavit for Inland Revenue should be charged for in the probate or executorship bill, and if in the former, upon what scale. I should be glad to know what is the general practice in these cases, as there is a difference of opinion in this neighbourhood. At the Probate Registry the fee for the "grant under seal" is calculated on the *net value*.

March 4. A SUBSCRIBER.

BILLS OF SALE ACT, 1882.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Can you or any of your readers inform me whether, since the Bills of Sale Act, 1882, a bill of sale can be framed so as to cover the balance of a current account and further advances? A. L. C.

[We believe that the question as to future advances is at present very doubtful, but we are inclined to think that a bill of sale for future advances, whether limited or unlimited in amount, is bad. As to a bill for unlimited future advances being bad, see *Hooper* v. *Ker*, before Day and Smith, JJ. (*Times*, December 21, 1883).—ED. *S. J.*]

THE NEW PRACTICE.

R. S. C., 1883, ORD. 13, RR. 5, 12—JUDGMENT IN DEFAULT OF APPEARANCE—ACTION FOR TRESPASS—INJUNCTION—LIQUIDATED DAMAGES—INQUIRY FOR ACCOUNT DISPENSED WITH.—In the case of *Part* v. *Griffiths*, before Chitty, J., on the 23rd ult., the plaintiff moved for judgment in default of appearance. It appeared that the action was by writ indorsed for an injunction and 40*s.* damages in respect of trespass by the defendant under colour of public right. The plaintiff delivered his statement of claim, but did not ask for an account. The defendant did not appear. The question arose as to whether an account could be dispensed with. CHITTY, J., said that the Rules of the Supreme Court, 1883, ord. 13, r. 5, providing for a writ of inquiry, or other mode of ascertaining the amount of damages where the claim was for pecuniary damages, and the defendant did not appear, did not apply to a case where an injunction was claimed. Such a case came within ord. 13, r. 12, which provided, subject to certain exceptions, that where the party served with the writ did not appear upon the filing by the plaintiff of a proper affidavit of service, and, if the writ was not specially indorsed, of a statement of claim, the action might proceed as if such party had appeared, subject, as to actions where an account was claimed, to the provisions of order 15. In the case before the court there was no account claimed, and the plaintiff was entitled to an injunction and the 40*s.* damages claimed, together with costs.—SOLICITORS, *Gregory, Rowcliffes, & Co.*, for *Woodcock & Walmesley*, Wigan.

R. S. C. 1883, ORD. 17, RR. 4, 5—ADDING PARTIES—INFANT SUBSEQUENTLY BORN—INTERMEDIATE PROCEEDINGS BETWEEN BIRTH AND OBTAINING ORDER—SUPPLEMENTAL ACTION UNNECESSARY—*Peter* v. *Peter* (28 SOLICITORS' JOURNAL, 300) RE-CONSIDERED.—In the case of *Peter* v. *Peter*, before Chitty, J., on the 27th ult., the question was re-considered as to whether ord. 19, r. 4, providing for adding parties on devolution or transmission of interest, or by reason of any person coming into existence after the commencement of a cause or matter, was applicable to cases where proceedings had been taken subsequently to the birth of an infant and before obtaining the order, or whether the proper course of procedure was by supplemental action. The question came before the court on the 16th ult. (*Peter* v. *Peter*, 28 SOLICITORS' JOURNAL, 300), when Chitty, J., having been referred to *Haldane* v. *Eckford* (W. N., 1879, p. 80), held that to make the proceedings between birth and obtaining the order binding on the infant, an order obtained under the rule was not sufficient, but that a supplemental action must be instituted. CHITTY, J., now said that he had re-considered the question and altered his original view. A note had been furnished to his lordship, which was as follows:—"In *Brown* v. *Huggins* (W. N., 1875, p. 59, Dan. Pr., 6th ed., 283, note *c.*), Jessel, M.R., suggested that the

object of a supplemental action might be attained by getting an order under 15 & 16 Vict. c. 86, s. 52, and then taking out a summons to show cause why the infant should not be bound by the proceedings taken subsequently to its birth. In *Occleston* v. *Fullalove* (W. N., 1875, p. 92), Hall, V.C., acted on that suggestion. These two cases were before November, 1875. In *Scruby* v. *Payne* (W. N., 1876, p. 227), subsequent to that date, Hall, V.C., again acted on the above suggestion. So also did Jessel, M.R., in *Williams* v. *Williams*, in chambers, May 16, 1876. Afterwards the form of order, as printed in Seton on Decrees, 4th ed., 1527 (No. 3), was settled by Jessel, M.R., for use in the Rolls Office, and has since been in common use both there and in the Registrars' Office. *Haldane* v. *Eckford*, referred to in Seton on Decrees in the note to form (No. 3) 4th ed., 1528, decided subsequently by Bacon, V C., is not in accordance with the practice which has sprung up, but it does not appear that the attention of Bacon, V.C., was called to such practice." He (Chitty, J.) had caused this note to be made by a clerk in chambers, who was very conversant with the practice. He quite adopted his clerk's note. There was no doubt therefore that, although under the circumstances a common order would not have sufficed, yet a special order in the form as settled by Jessel, M.R., would have met the circumstances. In *Haldane* v. *Eckford* Bacon, V.C., could not have had before him the practice originated by Jessel, M.R., and also adopted by Hall, V.C. At any rate he (Chitty, J.) should have probably considered it right to continue such practice, even if the practice as under the Chancery Procedure Act, 1852, s. 52, had been still the same. But now, when the new rules had come in force, there was no longer any reason for doubting the present regularity of the form as settled by Jessel, M.R., for the words of ord. 17, r. 4, "or by reason of any person interested coming into existence after the commencement of the cause or matter," were new, and might be said, in the absence of any other or better reason, to have sanctioned a practice which such words had not introduced. Seton on Decrees was misleading, as the form given, although correct, was not supported by the note appended thereto. He had no doubt that an order was sufficient, and that a supplemental action was no longer necessary.—SOLICITORS, *Coode, Kingdon, & Cotton*, for *Coode, Shilson, & Co.*, St. Austells, Cornwall.

JUDGES' CHAMBERS.*

QUEEN'S BENCH DIVISION.

(Before FIELD, J.)

Feb. 23.—*Churton* v. *Wilkin and others*; *Ellis* v. *Wilkin and others*; *Parry* v. *Wilkin and others*.

Case affecting revenue of the Crown—Removal from county court—Jurisdiction of High Court as Court of Exchequer—Judicature Act, 1873, s. 16.

This was an application on behalf of her Majesty's Attorney-General and the defendants that the plaints should be removed out of the county court of Denbighshire into the Queen's Bench Division of the High Court.

The Receiver of Crown Rents for the Principality of Wales had distrained for arrears of rent payable to her Majesty out of the borough of Holt by the plaintiffs in the three actions. Notice of replevin had been given in each case, and these actions had been commenced in the county court against the Crown Receiver, her Majesty's Commissioners of Woods, Forests, and Land Revenues, and the bailiff who distrained.

Gathorne Hardy, for the Attorney-General.—The mayor and corporation have collected these rents, which proceed out of the manor of Holt, for a great number of years, but they now refuse to do so any longer; and the Crown has consequently been compelled to distrain. It is now alleged on the part of her Majesty's Attorney-General that these cases affect the revenue of the Crown. Upon that allegation the order should be made as of course. The practice is stated as follows in Manning's Practice of the Court of Exchequer, p. 187:—"The Court of Exchequer, possessing an original and in many cases an exclusive jurisdiction in fiscal matters, will not in general permit questions, the decision of which may affect the King's revenue, to be discussed before any other tribunal. On such occasions the court interferes upon motion by directing the proceedings to be removed into the Exchequer." By section 16 of the Judicature Act, 1873, the jurisdiction formerly vested in the Court of Exchequer as a court of revenue is transferred to the High Court of Justice.

The plaintiffs had been served with notice of the application, but did not appear.

FIELD, J.—I will accept the statement of counsel representing her Majesty's Attorney-General that these cases do affect the revenue of the Crown without further evidence, and I think that there is power to order the removal of such cases into this court. The order should, therefore, be made.

Upon affidavit of service, order in all the cases.

Solicitor to the Treasury.

Feb. 28.—*Corbett and others* v. *Lewin and another.*

Detention of goods—Default of appearance—Writ of delivery—No value assessed—Ord. 48, r. 1.

An order, under rule 48, depriving the defendant of the option of retaining specific goods upon paying the value assessed, can only be made after the value of the goods has been assessed.

This was an *ex parte* application by the plaintiff, under ord. 48, r. 1, for an order that execution should issue for the delivery of specific chattels, without giving the defendant the option of retaining them, upon paying the value assessed.

The action was brought for the recovery of possession of a foundry, together with all fixtures, hereditaments, and chattels comprised in the lease by the plaintiffs to the defendants of the foundry, and £225 for rent, leave having been obtained to join the claim for the chattels to the claim for possession of the premises. Judgment had been signed in default of appearance against both defendants.

The application had been made in the first instance to Master Jenkin, who held that a writ of delivery, without first assessing the value of the goods, could not be sealed unless an order of a judge had been obtained.

FIELD, J.—By ord. 13, r. 5, where a writ is indorsed with a claim for detention of goods, and the defendant fails to appear, the plaintiff may enter interlocutory judgment. That has been done in this case. Then the rule continues, "And a writ of inquiry shall issue to assess the value of the goods." That has not been done here. When the value of the goods has been assessed under this rule, the plaintiff may enforce his judgment by writ for delivery of the property, under ord. 42, r. 6; and in that case the defendant has the option of retaining the property, upon paying the value assessed. But it may be that the plaintiff desires to recover the specific goods, and in that case he can apply, under ord. 48, r. 1, for an order that execution shall issue for the delivery of them, without giving the defendant the option of retaining them, upon paying the value assessed. That is the order I am now asked to make, and the question is whether I can make it before any writ of inquiry has issued to assess the value of the goods. It appears to me that the provisions of ord. 13, r. 5, must in all cases be followed where the plaintiff has obtained judgment in default of appearance in an action for specific goods. Ord. 48, r. 1, provides no alternative mode of proceeding, but only enables a judge to deprive the defendant of the option of paying the value assessed. That rule is taken from section 78 of the Common Law Procedure Act, 1854, and the same question was raised under that section in the case of *Chilton* v. *Carrington* (15 C. B. 730). It was there held that the section did not apply where the value of the chattels had not been assessed. Mr. Justice Maule says that it is "a provision which deals with a case of option only; if the value is not found by the jury, that case does not arise." This application must, therefore, be refused.

No order.

Solicitors for the plaintiffs, *E. W. & R. Oliver.*

Feb. 29.—*I.* v. *K.*

Receiver—Grounds for refusing order.

A receiver will only be granted in cases where the amount of the judgment debt warrants the expense, and where there is fair reason to suppose that there is something for the receiver to receive.

This was an application for a receiver.

The amount of the judgment debt was a little over £20. The affidavit in support of the application stated that the defendant was possessed of freehold houses, subject to a mortgage, but did not state the amount of the mortgage, or the rental of the property, or its estimated value.

FIELD, J.—These applications for receivers, or, in other words, for equitable execution, in actions of small amount, are becoming very frequent, and it is desirable to state the grounds upon which I think that they ought to be, or not to be, entertained. The order for a receiver may be made the subject of considerable trouble and oppression to third persons, and ought to be granted only in cases where the amount of the judgment debt warrants the expense (as formerly in the analogous practice with regard to garnishee orders under section 28 of the Common Law Procedure Act, 1860, now repealed), and also only where there is fair reason to suppose that there is something for the receiver to receive. This affidavit is insufficient in both those respects, as it does not satisfy me that there would be anything to receive, and the judgment debt appears to me to be too small to warrant the expense of a receiver being appointed unless a very clear case for one has been made out.

Application refused.

Feb. 29.—*Palmer and another* v. *Gould's Manufacturing Company.*

Service of writ—Foreign corporation—Agent in England—Contract made abroad—Ord. 9, r. 8.

This was an appeal from the order of a master, setting aside the writ in the action and the service of it.

The action was brought for damages for non-delivery of certain machines by the defendants, who are an American corporation. The contract for the machines was made in Russia, through one Dyer. The writ had been served upon Dyer, who was the general European manager for the defendants at the place of business in London of the defendants.

It was contended, on behalf of the plaintiffs, that the defendants carried on business in England, and that Dyer was the general European manager, and was served at the defendants' place of business in England.

It was contended, on the part of the defendants, that they had no place of business in this country; that one Churchill had the exclusive right of selling their machines in England, and was in this country a principal; that Dyer did not represent the defendants in England, but only looked after all the European agents for them; and that the case of *Newby* v. *Van Oppen* (L. R. 7 Q. B. 293) was in point.

FIELD, J.—There was no power to set aside the writ in this case, which is perfectly regular; but the question whether the service should be set

* Reported by A. H. BITTLESTON, Esq., Barrister-at-Law.

side is a substantial question. The breach of contract here did not occur within the jurisdiction, and therefore the plaintiffs could not have obtained leave to serve the defendants out of the jurisdiction. The question is whether the plaintiffs can serve the defendants here. It appears that the master thought that the question was whether the cause of action arose out of the jurisdiction. But that is a question to be tried in the action. If the defendant is here, he can be served, whoever he is, and wherever the cause of action arose. The question is whether Gould's Manufacturing Company are here. They have a real domicile in New York; but it does not follow that they have not a good domicile here for purposes of business and service. They have an office in London, where all the paper and envelopes are stamped "Gould's Manufacturing Company," as residing and carrying on business there. At this place anybody can go and look at samples of the goods; and, if an order is given, the machines will be supplied. Can anyone doubt that this is a carrying on of business by the defendants in this country? Then Mr. Dyer, who is called the general European manager, was served, and I cannot imagine anyone more distinctly representing the defendants than he does. It is alleged that Churchill sells these goods on commission. It is unnecessary to say whether that affects the question; but the transaction out of which this action arises was expressed to be a sale by Gould's Manufacturing Company. I therefore have no doubt that Gould's Manufacturing Company have a place of business here, and do carry on business in this country, and that this service was perfectly good.

Appeal allowed; costs, costs in the cause.

Solicitor for the plaintiffs, *William Tanner*.

Solicitors for the defendants, *Janson, Cobb, & Pearson*.

Feb. 29.—*Perks* v. *Mylrea*.

Judgment against married woman—Married Women's Property Act, 1882, s. 1, sub-section 2.

This was an application for a receiver.

It appeared that the defendant in the action was a married woman, and that judgment by default had been signed against her. The question was now raised whether this could be done.

W. H. Upjohn, for the plaintiff.

Israel Davis, for the defendant.

FIELD, J.—Before the passing of the Married Women's Property Act of 1870 there was no such thing as judgment against a married woman. The Court of Chancery alone could then make an order binding her separate estate, and which could be enforced *in personam*. But the husband was at that time liable to be sued for his wife's ante-nuptial debts. By the Act of 1870, the husband's liability for ante-nuptial debts was limited to the amount of any property he received with the wife at the time of marriage, by section 12 of that Act the wife being made liable to be sued for ante-nuptial debts as if she had continued unmarried. Under that section, *London and Provincial Bank* v. *Boyle* (L. R. 7 Ch. D. 773), *Williams* v. *Mercier* (L. R. 9 Q. B. D. 337), and other cases, decided that judgment might be entered against a married woman personally, and the courts of equity allowed the judgment to stand, and carried it out by ascertaining what separate estate the married woman had, and directing the trustees to pay the judgment debt and costs out of the separate estate. Then came the Act of 1882, which provided that a married woman should be capable of entering into contracts and rendering herself liable in respect of, and to the extent of, her separate property, and of suing and being sued either in contract or in tort or otherwise, in all respects as if she were a *feme sole*, and that any damages or costs recovered against her in any such action or proceeding should be payable out of her separate property, and not otherwise. That provision is contained in sub-section 2 of section 1 of the Act; and the question is, what is the construction of that sub-section? It is contended, on behalf of the defendant, that the words, "in respect of, and to the extent of, her separate property," limit the whole of the sub-section; but I think that they do not. She can make a contract binding only to the extent of her separate property; but her power of suing and being sued is not so limited. She may sue and be sued "in all respects as if she were a *feme sole*." A *feme sole* can sue to judgment. She may obtain judgment, and may have judgment signed against her. Again, damages or costs may be recovered against a married woman under the sub-section. Recovery is the technical word for a common law judgment. Under an order of the Court of Chancery, nothing is recovered until something further has been done. I think, therefore, that judgment in default, or under order 14, may be signed against a married woman; but I think that execution should only issue against her separate estate. As to the authorities, the case of *Gunston* v. *Maynard* (June, 1883), appears to be a decision of a divisional court in favour of the plaintiff's contention, and the case of *Moore* v. *Mulligan* (*ante*, p. 271) is a decision of Mathew, J., at chambers, in favour of the defendant's contention. But I have consulted my brother Mathew, who had no intention of laying down any general rule applicable to this question, merely intending his decision to apply to the particular case, in which the plaintiff did not propose in any way to limit the operation of his judgment, and that my brother thought ought not to be done under order 14. All that Mr. Upjohn asks for is a receiver in respect of separate property which the defendant is not restrained from anticipating; and I see no difficulty in granting that, thinking that, in all cases, such a limitation should be imposed by the judgment.

Solicitors for the plaintiff, *Thomson & Ward*.

Solicitors for the defendant, *Atkinson & Dresser*

Feb. 29.—*Le Banque des Travaux Publiques, &c.* v. *Wallis*.

Security for costs of action by foreigner—Pending summons for judgment.

This was an appeal by the defendant from the master's refusal to order security for costs.

Upon the hearing before the master it was stated, on behalf of the plaintiffs, that an application was about to be made for judgment under order 14. The master thereupon adjourned the summons until after the summons for judgment had been heard. It was stated that this was done in accordance with the usual practice.

FIELD, J.—The plaintiffs in this case are foreigners, and it is admitted that the defendant is entitled to come at the time that he does, and to ask for security for costs. The plaintiffs say that they are going to make an application under order 14, that that application would come on some time and may be successful, and that they would then be entitled to have the money back. Upon that suggestion the master postpones making the order. I do not think that that practice is right. Supposing the plaintiffs fail in their application and should turn out not to be responsible people, the defendant might not be able to get such costs as had then been incurred. The proper order to make in such a case is, that the plaintiffs give security for £50, with liberty to apply for increase of security, if summons under order 14 be not heard or be dismissed.

Order as above.

Solicitors for the plaintiffs, *Neish & Howell*.

Solicitors for the defendant, *C. C. Ellis, Munday, & Co.*

BANKRUPTCY CASES.

QUEEN'S BENCH DIVISION.

IN BANKRUPTCY.*

(Before CAVE, J.)

March 3.—*In re Johnstone, Ex parte Abrams.*

Bankruptcy—Bill of sale—Receiving order—Registrar—Injunction restraining proceedings until further order.

The facts of this case were shortly the following. Towards the close of 1883 the debtor, Johnstone, obtained from Henry Abrams, of Kingston, a loan of £90 upon a bill of sale upon his furniture. The money was to be repaid by monthly instalments, and, contrary to the provisions of the Bills of Sale Act, 1882, the interest, at the rate of £20 per cent., was calculated in a lump sum, the whole of which was to become due and payable on failure in paying any instalment. The instalments became due on the first day of each month, and the first was duly paid, but default was made in payment of the second, and Abrahams entered into possession at once. In order to recover possession of the furniture, Johnstone gave a second and valid bill of sale to Henry Nathan Abrams, son of the aforesaid Henry Abrams, in consideration of an advance of £130 in order to pay off the father. It was disputed between the parties, and not ultimately decided, whether the transactions of Johnstone had practically been with one person or two. On the 8th of February the debtor filed his petition, and on the 9th of February a receiving order was made and an injunction granted restraining Abrams from further proceedings under the bill of sale until the further order of the court. The injunction was granted *ex parte*, and was now appealed against.

Woolf, for the bill of sale holder, after detailing the facts above.—Upon an *ex parte* application the registrar has only power to make an *interim* order lasting until a certain day. [CAVE, J.—What is the difference?] The injunction is not founded upon any undertaking as to damages: *Ex parte Anderson, Re Anderson* (18 W. R. 715, L. R. 5 Ch. App. 473). The debtor is not the person to apply. [He then read the affidavit of H. N. Abrams, asserting that he went into partnership with his father on the 1st of January, 1884, and had no interest in the first loan.]

Cooper Willis, Q.C., was allowed, notwithstanding objections taken, to read affidavits in answer, to the effect that the debtor had never had any connection with any person except H. N. Abrams, and believed him to be the principal in both transactions.

Henry Abrams, Henry N. Abrams, and the debtor were then called and examined, and all adhered to their versions of the matter given in their respective affidavits.

CAVE, J., suggested a compromise, but, upon the failure of the parties to agree, delivered judgment to the following effect:—This injunction must be discharged. It never ought to have been granted in its present form; if an *interim* injunction is granted it should be to a certain day. As matters stand the injunction must be dissolved because the debtor has no interest and no *locus standi*. I should have been disposed to help the debtor, but the estate has vested in the official receiver, who has no authority to give an undertaking as to damages. Mr. Willis can only offer to come up at the end of the week and say whether he can give an undertaking or not; and that is not sufficient. With reference to the costs, the circumstances are most unsatisfactory. The first bill of sale was clearly as bad as bad could be, a distinct attempt to evade the Bills of Sale Act, coming within the decision in *Ex parte Blaiberg* (31 W. R. 906, L. R. 23 Ch. D. 254). The son substantially did everything. I am not satisfied that the second sum of £130 advanced by him was his property, especially looking at the fact that he was in the habit of paying over his savings to his father. Moreover,

* Reported by J. E. VINCENT, Esq., Barrister-at-Law.

the solicitors who drew up the bills of sale were not called, and Mr. Woolff refused to accept reasonable terms.

Injunction dissolved, without costs.

Solicitors for Abrams, *Indermaur & Brown.*

Solicitor for the debtor, *Anger.*

The official solicitor, *W. Aldridge.*

(Before CAVE, J., in Chambers.)

March 1.—*Re Louis Lewis, Ex parte La Signora Tawpani.*

Practice—Committal—Affidavit of means filed too late and not before registrar.

This was a case referred to the bankruptcy judge by the learned registrar on the ground that it was a case for committal. An application was now made to the learned judge for an order to commit a debtor for not obeying an order to pay certain instalments of a debt of £6 16s. 6d. No affidavit of means had been before the learned registrar, but it was attempted to produce such an affidavit and to have it placed upon the file upon the same morning upon which the order was applied for.

CAVE, J.—This summons must certainly be dismissed, with costs. The course attempted is quite irregular, and cannot be allowed in this court. It is altogether wrong. The learned registrar ought to have satisfied himself that the case was one for committal before he referred the case here, and he could not properly have been so satisfied unless he had before him the affidavit which it is attempted to bring forward this morning. Any further proceeding in the matter must be conducted with extreme care, or else it will be treated in the same manner by me.

Summons dismissed, with costs.

Solicitor, *Alexander.*

Debtor in person.

CASES OF THE WEEK.

MARRIAGE SETTLEMENT—COVENANT TO SETTLE FUTURE PROPERTY OF WIFE—GIFT TO WIFE WITH DIRECTION THAT IT SHALL NOT BE SUBJECT TO SETTLEMENT.—In a case of *Scholfield* v. *Spooner*, before the Court of Appeal on the 26th ult., the question arose whether, if there is in a marriage settlement a covenant to settle after-acquired property of the wife, a person who afterwards gives property to her can exclude it from the operation of the covenant by a simple declaration of his intention that it is not to be subject to the covenant. The particular facts of the case are immaterial for the purpose of the decision on this question. The court (COTTON, BOWEN, and FRY, L.JJ.) held that, though the donor of property to a married woman, with reference to whose after-acquired property such a covenant has been entered into, can, by limiting the property which he gives in a manner inconsistent with the trusts of the settlement, exclude the operation of the covenant, he cannot do so by a mere declaration of intention that the property shall not be subject to the settlement. Their lordships said that the decision of Lord Hatherley (when Wood, V.C.) in *In re Mainwairing's Settlement* (14 W. R. 887, L. R. 2 Eq. 487) did not conflict with this view, though some of the expressions used by the Vice-Chancellor seemed to countenance the idea that a mere declaration of intention by the donor would be sufficient to exclude the property from the settlement.—SOLICITORS, *Lousada & Emanuel; Williamson, Hill, & Co.; Mead & Daubeny.*

WILL—LAPSE—APPOINTMENT—LIMITED POWER—WILLS ACT, 1837, s. 33.—In a case of *Holyland* v. *Lewin*, before the Court of Appeal on the 19th ult., the question arose whether section 33 of the Wills Act, which provides against lapse by the death, in the lifetime of a testator, of any child or other issue of the testator, "to whom any real or personal estate shall be devised or bequeathed," and who shall leave issue who may survive the testator, extends to the case of an appointee under a limited power of appointment. In *Griffiths* v. *Gale* (12 Sim. 354) Shadwell, V.C., held that it does not, and this decision was approved by Lord St. Leonards, and by Lord Hatherley in *Eccles* v. *Cheyne* (2 K. & J. 676). But in *Fremev. Clement* (30 W. R. 1, L. R. 18 Ch. D. 499), Jessel, M.R., intimated a different opinion. In the present case Chitty, J. (27 SOLICITORS' JOURNAL 235), followed *Griffiths* v. *Gale*, and the Court of Appeal (Lord SELBORNE, C., and COTTON and LINDLEY, L.JJ.) affirmed his decision. Lord SELBORNE, C., who delivered the judgment of the court, said that, even if the reasons given by Shadwell, V.C., had been in themselves unsatisfactory, there would still be great difficulty in disturbing what had been regarded as settled law for the last forty years—a law on which many titles might possibly depend. But their lordships were satisfied with the reasons given by Shadwell, V.C. The words "devise" and "bequeath" were terms of known use in our law, and in their ordinary sense they signified the declaration of a man's will concerning the succession to his own property after his death. Such a "devise" or "bequest" operated by virtue of the will, and of that alone. On the other hand, an appointment under a limited power operated by virtue of the instrument creating the power; the execution, when valid, was read into, and derived its force from, that instrument. If the exercise of the power must or might be by will, it must be by a will duly executed and attested as such according to law; and the word "will" in the Act extended to such a testamentary appointment. But, that condition being complied with, the execution operated in the same way, after the death of the appointor, as if the instrument were not testamentary. Before the Wills Act the law as to general powers was the same. It followed legitimately from these premisses that the words "devise" or "bequest," when used in the Wills Act, without any indication of an intention that they should apply to appointments under powers, ought, *primâ facie*, to be understood in their ordinary sense—viz., as referring to a gift by will of the testator's own property, and nothing else. Their lordships could find nothing in section 33, or in any other part of the Act bearing on it, which required any extension of the words "devised" and "bequeathed" beyond their ordinary *primâ facie* sense. They might have been doubtful of their own opinion, if it were merely their own, when opposed to that of so eminent a judge as Jessel, M.R., but all previous authority was in accordance with their opinion. The case of general powers was expressly dealt with by section 27 of the Act, which made the subject of a general power of appointment part of the property of a testator for the purpose of his testamentary dispositions, and thus brought it by positive enactment within the operation of a general "devise" or "bequest," and therefore within the category of "real or personal estate devised or bequeathed" in the terms of section 33, as was decided in *Eccles* v. *Cheyne*. But this express legislation as to general powers did not extend, either directly or in principle, to limited powers; on the contrary, it appeared to their lordships rather to repel than to support the idea that the Legislature intended to interfere with the previous state of the law as to the exercise of limited powers.—SOLICITORS, *Lee, Ockerby, & Co.; H. Montagu; Field, Roscoe, & Co.; W. W. Wynne & Son.*

MORTGAGE OF SHARES—BLANK TRANSFER—POWERS OF MORTGAGEE.—In a case of *France* v. *Clark*, before the Court of Appeal on the 19th ult., an important question arose as to the effect of a "blank transfer" of shares in a company, accompanying a deposit of the certificates of the shares by way of mortgage—viz., whether the mortgagee has power to do more than transfer his title as mortgagee, or whether he can sub-mortgage for a larger sum than the amount of his own mortgage debt. In February, 1881, the plaintiff, who was the registered holder of ten fully paid-up shares in a company, deposited the certificates of the shares, together with a transfer of them executed by himself, but with the name of the transferee, the consideration, and the date of execution left in blank, with C., as a security for the repayment of a loan of £150. After receiving these documents, C., without the plaintiff's knowledge, handed them over to Q., by way of security for a sum of £250 which Q. had previously lent to C. In April, 1881, C. died insolvent. On the 22nd of June, 1881, Q., without any communication to the plaintiff, filled in his own name as transferee of the shares and sent the transfer to the company for registration, and in the register of the company the name of Q. appeared as the registered owner of the shares. The company wrote to the plaintiff, giving him notice of the transfer, and the plaintiff, in reply, denied the validity of the transfer, and objected to the removal of his name from the register. The action was brought by the plaintiff for the purpose of obtaining the shares on payment of what was due to C.'s administratrix upon the security of the mortgage. Q. claimed to hold the certificates and the transfer as a security for what was due to him from C.'s estate. FRY, J. (31 W. R. 374, L. R. 22 Ch. D. 830, 27 SOLICITORS' JOURNAL, 234) decided in favour of the plaintiff's claim, and ordered Q., on payment of what was due to C.'s estate, to do all acts necessary to obtain a transfer of the shares into the plaintiff's name. The Court of Appeal (Lord SELBORNE, C., and COTTON and LINDLEY, L.JJ.) affirmed the decision. Lord SELBORNE, C., who delivered the judgment of the court, said that, although in the register of the company Q. appeared registered as the owner of the shares, it was at least doubtful whether there was any authorized registration, and, if so, whether it had been effected before notice had been given both to Q. and the company of the plaintiff's claim. That C. could and did transfer to Q. the benefit of his own pledge or equitable mortgage by deposit, so as to entitle Q. to stand in his shoes as to the £150 due to him on that security, and the interest thereon, was not disputed. But Q. claimed more than this. He insisted that he took the documents of title from C. as a purchaser for valuable consideration, without notice of the plaintiff's rights; that when he filled up the blanks in the transfer that instrument became legally operative, so as to give him a legal title to have the shares registered in his name; and that, being so registered, he was entitled to hold them against the plaintiff, or to sell them, for the purpose of realizing the full amount due to himself from C. The principal ground, apparently, of the decision of Fry, J., was that the legal right of Q. could not be to anything more than that which C., as between himself and the plaintiff, could lawfully transfer; that C.'s legal right to the documents which he handed over to Q. was at the most that of a bailee by way of pledge; and that nothing had occurred to justify in law a sale or alienation of the pledge to the prejudice of the plaintiff's right. Their lordships did not dissent from these propositions, but they thought the same conclusion (viz., that C. could only transfer to Q., by handing over the documents, such rights as he himself then had against the plaintiff) would be reached not less clearly, and perhaps more simply, if C. were regarded in the light of an equitable mortgagee of the shares, which he certainly was. The defence of purchase for valuable consideration without notice, by any one who took from another an instrument signed in blank by a third party without inquiry, and then himself filled up the blanks, appeared to their lordships to be altogether untenable. The observations of Bramwell, B., in *Hogarth* v. *Latham* (3 Q. B. D. 646-7) and of Stuart, V.C., in *Hatch* v. *Searles* (2 S. & G., 152-3) both cases of negotiable instruments, which the present case was not, and also of Turner, L.J., in *Taylor* v. *Great Indian Peninsula Railway Company* (4 De G. & J. 574), were opposed to any such notion; and so were plain and clear principles of justice and reason. The person who had signed a negotiable instrument in blank, or with blank spaces, was (on account of the negoti-

able character of that instrument) estopped by the law merchant from disputing any alteration made in the document, after it had left his hands, by filling up blanks (or otherwise in a way not *ex facie* fraudulent) as against a *bond fide* holder for value without notice; but it had been repeatedly explained that this estoppel was in favour only of such a *bond fide* holder; and a man who, after taking it in blank, had himself filled up the blanks in his own favour, without the consent or knowledge of the person to be bound, had never been treated in English courts as entitled to the benefit of that doctrine. He must necessarily have had notice that the documents required to be other than they were when he received them, in order to pass any other or larger right or interest, as against the person whose name was subscribed to them, than the person from whom he received them might then actually and *bonâ fide* be entitled to transfer or to create; and if he made no inquiry he must, at the most, take that right (whatever it might happen to be) and nothing more. He could not, by his own subsequent act, alter the legal character, or enlarge in his own favour the legal or equitable operation, of the instrument. This, in their lordships' opinion, rendered it unnecessary to consider whether, before the registration was completed, the company and Q. had notice of the plaintiff's claim; for registration in the name of a transferee only gave complete effect to a prior valid transfer; registration did not make effectual a document which was, as between the alleged transferor and transferee, inoperative and of no effect. It was said that when a man, in a transaction for value, did what the plaintiff did, and delivered a blank form of transfer to a creditor by way of security, together with the certificates of shares, his meaning must necessarily be that the creditor might complete his security by obtaining registration of the shares, either in his own, or (possibly) in some other name; and that he, therefore, intrusted him with the requisite authority for that purpose. Granting this, what followed? Only that the creditor to whom such an authority was given might execute it or not, for the purpose of giving effect to the contract in his own favour, as he pleased; but not that, if he did not execute it, he could delegate the like authority to a stranger, for purposes foreign to, and possibly (as in this case) in fraud of, that contract. The blank transfer in the present case conferred no legal title when Q. took it from C., because, on the face of the instrument, there was no transferee; and this Q. knew. He certainly had no authority from the plaintiff to insert his own name as transferee, and their lordships thought that C. could give him no such authority, especially for a purpose which, as between the plaintiff and C., would have been fraudulent. The filling up the blank by Q. with his own name was, in their lordships' opinion, so far as any legal effect was concerned, a mere nullity, as in *Hibblewhite* v. *M'Morine* (6 M. & W. 200), *Swan* v. *Bank of British Australasia* (7 H. & N. 603, 2 H. & C. 175), and *Taylor* v. *Great Indian Peninsula Railway Company* (4 De G. & J. 559), whether the instrument ought to be regarded as an imperfect deed, or in any other light. In point of fact the instrument purported to be under seal. But it was also urged that the plaintiff had, by the blank transfer and certificate, enabled C. to represent himself as the true owner of the shares, or as having power to deal with the shares as owner. The documents themselves showed that C. was not the owner. Nor was there any evidence of any mercantile usage to the effect that holders of such documents as C. handed over to Q. were treated as having the right to transfer the shares referred to in the documents, as if such holders were the owners of such shares. In other words, there was no evidence that, as a matter of fact, blank transfers, accompanied by certificates of shares registered in the names of the transferors, passed from hand to hand like negotiable instruments. The absence of any such evidence of mercantile usage not only distinguished the case from *Goodwin* v. *Roberts* (L. R. 10 Ex. 76, 337, 1 App. Cas. 476), but rendered the reasoning on which that case was decided wholly inapplicable to the present case, and made it unnecessary to consider whether such a usage, if proved, would be sufficient to make a document of this particular nature negotiable in law. Nor was the absence of any such evidence a mere oversight, for Q., in his statement of defence, pleaded a mercantile usage to the effect above mentioned, and then struck it out. It would, under these circumstances, be unreasonable for him to expect the court to decide the case upon the assumption that there was such a usage. The inference was rather that no such usage could be shown to exist. It was contended that *Ex parte Sargent* (L. R. 17 Eq. 273, 280), before Jessel, M.R., showed that the holders of such documents could transfer them so as to confer a good title to *bonâ fide* holders for value, without any other notice of the nature of the transferor's than the documents themselves gave. There were, no doubt, some expressions in the judgment in that case which might seem capable of being interpreted in this sense. But the facts of the case must not be lost sight of in studying the judgment pronounced in it. If *Ex parte Sargent* was to be explained by the admission referred to in the judgment of Jessel, M.R., it was not an authority in point on the present occasion; if not, their lordships should not be prepared to follow it.—Solicitors, *P. Williamson; E. Smith & Co.; Tucker & Lake.*

Proof in Bankruptcy—Preferential Claim—Wages—Sums retained by Employer for Medical Attendance—Truck Act (1 & 2 Will. 4, c. 37), s. 23—Bankruptcy Act, 1869, s. 32.—In a case of *Ex parte Cooper*, before the Court of Appeal on the 20th ult., a question arose with reference to the "Truck Act" (1 & 2 Will. 4, c. 37), which prohibits the payment in certain trades (including the manufacture of iron or steel) of wages in goods, or otherwise than in the current coin of the realm. Section 23, however, provides that nothing in the Act shall extend to prevent any employer of any artificer from supplying or contracting to supply to any such artificer (*inter alia*) any medicine or medical attendance, nor from making or contracting to make any deduction from the wages of any such artificer in respect thereof; provided always that such deduction shall not be made unless the agreement or contract for the same shall be in writing and signed by the artificer. In the present case some iron and tin plate manufacturers filed a liquidation petition. It had been the custom when the wages of their workmen were paid, which was done monthly, for the firm to make certain deductions for a "doctor's fund," and for another fund called the "reading-room fund." The doctor's fund was for the purpose of paying a doctor, who attended the workmen and their families, and supplied them with medicines in case of illness; the other fund was for maintaining a reading-room for the use of the workmen. The sums thus deducted were intended to be handed over by the firm in a lump sum to the doctor and the treasurer of the reading-room respectively. One of the debtors deposed that there was no contract between his firm and the doctor. There was no evidence of any written contract signed by the workmen authorizing the making of the deductions. On the back of a ticket, which was given to each workman when he received his wages, were printed some "terms and regulations," among which was the following:—"The payments to doctor's fund will be as follows:—On wages under 2s. per day, 4d. per month; on 2s. per day and upwards, the gross earnings being under £4 per month, 9d. per month; on earnings of £4 per month and upwards, 1s. per month. The payments to reading-room fund will be 4d. per month, payable by all men and boys over 16 years of age. These payments will be deducted from the wages." At the time of the filing of the liquidation petition there were standing in the books of the firm to the credit of the doctor's fund and the reading-room fund, respectively, two sums of £149 and £63, which had arisen from deductions from wages, but which had not been paid over by the firm to the doctor or to the treasurer of the reading-room before the filing of the petition. The workmen applied to the court for an order that the trustee in the liquidation should pay over to them the above sums, in proportion to the deductions made from their wages respectively, as wages due to them and entitled to preferential payment under section 32 of the Bankruptcy Act, 1869. One of the workmen, on behalf them all, deposed that "the deductions were collected by the firm under a mutual arrangement with the workmen, and for convenience' sake alone, in order to save the great trouble of otherwise collecting the same. This arrangement was embodied in the regulations indorsed on the back of the monthly pay-ticket. It was the duty of the firm to hand over such deductions from time to time in their entirety." Mr. Registrar Hazlitt made the order asked for, and his decision was affirmed by the Court of Appeal (Lord Selborne, C., and Cotton and Lindley, L.JJ.) On behalf of the trustee it was urged that the deductions were made with the consent of the workmen, and must be treated as payment *pro tanto* of the wages due to them. On the other side it was said that, there being no agreement in writing, such a payment in kind would be a violation of the Truck Act. To this it was replied that that Act did not apply to a case like this, where the medical attendance and medicines were supplied, not by the employer himself, but by an independent person—the doctor—who did not supply them as the agent or servant of the employer. In answer to this it was urged that the sums in question had never been paid by the employers to any one. Lord Selborne, C., said it was clear that the sums in question were wages of workmen, and that they had not been paid in current coin of the realm. It was suggested that there was an arrangement under which part of the wages were paid in cash and part retained by the employers, with the consent of the workmen, in order to discharge contracts upon which they were liable to the doctor, and in respect of the reading-room, and that these liabilities were to be discharged out of the sums thus retained. If that had been actually done, his lordship was not prepared to say that such a settlement could have been treated as a nullity by reason of the Truck Act. It was not necessary to decide that point now. All that appeared from the evidence was that certain sums, which were due to the doctor and in respect of the reading-room, were to be paid by the machinery of deductions from the wages, which were to be handed over by the employer in payment. The employers had retained the deductions, but had not paid them over. There was nothing, therefore, to satisfy the court that there had been anything equivalent to payment of the workmen. Cotton, L.J., was of the same opinion. The deductions had been made from the wages, but the sums deducted had never been paid over in pursuance of the arrangement to the doctor, or the treasurer of the reading-room. Payment in cash had never been made as required by the Truck Act, and, therefore, the claim ought to be admitted. But the court did not encourage the idea that the same rule would apply if the deductions made under such an arrangement had been in fact paid over to the doctor and the treasurer. The case, too, would be entirely different if there was evidence that the doctor had accepted the liability of the employer. Lindley, L.J., concurred. The money was in the hands of the employer, and had only been carried to the credit of certain accounts. It had never been paid over to anyone—the doctor or the treasurer.—Solicitors, *Hollams, Son, & Coward; Marsland, Hewitt, & Everett.*

Policy of Life Assurance for Benefit of Wife and Children of Assured—Appointment of Trustees—Title of Petition—Married Women's Property Act, 1870, s. 10—Married Women's Property Act, 1882, s. 11, 22.—In a case of *In re Soutar's Policy*, before Pearson, J., on the 1st inst., a question arose as to the proper way of entitling a petition for the appointment of trustees of the proceeds of a policy of insurance effected by a husband, under the provisions of section 10 of the Married Women's Property Act, 1870, for the benefit of his wife and children. Section 10 provides that, "when the sum secured by the policy becomes payable, or at any time previously, a trustee thereof may be appointed by the Court of Chancery." Section 11 of the Act of 1882 gives a similar power to a husband to effect a policy on his own life for the benefit of his wife and children, and provides that "if at the time of death

of the insured, or at any time afterwards, there shall be no trustee, or it shall be expedient to appoint a new trustee or new trustees, a trustee or trustees, or a new trustee or new trustees, may be appointed by any court having jurisdiction under the provisions of the Trustee Act, 1850, or the Acts amending and extending the same." And by section 22 the Act of 1870 is repealed, "provided that such repeal shall not affect any act done or right acquired" while the Act was in force. In the present case a husband in 1877 effected a policy of insurance on his own life for the benefit of his wife and children, the policy being expressed to be so made in pursuance of the Act of 1870. In 1883 he died, and a petition was presented by his widow and children for the appointment of four persons as trustees of the policy money. The petition was entitled in the matter of the Act of 1870. The question was raised whether it ought not to be entitled in the matter of the Act of 1882. PEARSON, J., was disposed to think that the power of appointing trustees given by section 10 of the Act of 1870 was not a "right acquired" while that Act was in force, which was kept alive by section 22 of the Act of 1882. He thought that it would be better to entitle the petition also in the matter of the Trustee Acts, and in the matter of the Act of 1882.—SOLICITORS, *Phelps, Sidgwick, & Biddle.*

MORTGAGE TO BUILDING SOCIETY—STATUTORY RECEIPT FOR MORTGAGE-MONEY—VACATING OF DEBT—ESTOPPEL—BUILDING SOCIETIES ACT, 1874, s. 42.—In a case of *Harvey* v. *The Municipal Building Society*, before the Court of Appeal on the 28th ult., a question arose as to the operation of the statutory receipt for the mortgage-money, indorsed upon a mortgage to a building society under the provisions of section 42 of the Building Societies Act, 1874. Section 42 provides that, "When all moneys intended to be secured by any mortgage or further charge given to a society under this Act in England or Ireland have been fully paid or discharged, the society may indorse upon or annex to such mortgage or further charge a re-conveyance of the mortgaged property to the then owner of the equity of redemption, or to such persons and to such uses as he may direct, or a receipt under the seal of the society, countersigned by the secretary or manager, in the form specified in the schedule to this Act, and such receipt shall vacate the mortgage or further charge or debt, and vest the estate of and in the property therein comprised in the person for the time being entitled to the equity of redemption, without any re-conveyance or re-surrender whatever." In the present case a member of a building society had redeemed a mortgage which he had given to the society, and the statutory receipt had been indorsed on the mortgage deed. The member afterwards brought this action, claiming an account of what was due from him to the society upon the mortgage, alleging that he had overpaid them, and claiming the repayment of £270, which he alleged that the society had overcharged him on the redemption. The society delivered a counter-claim, in which they alleged that they had by mistake charged the plaintiff too little on the redemption, and claiming to have the deficiency paid to them by the plaintiff. The question turned on the construction of the rules of the society. Pollock, B., gave judgment for the society on both claim and counter-claim. The plaintiff appealed, and on the appeal the objection was raised (which had not been raised before Pollock, B.) that by the statutory receipt the society were estopped from making any further claim on the plaintiff. On the part of the society it was urged that by virtue of section 42 the receipt operated only to vacate the mortgage and re-vest the estate, but that it did not discharge the debt, and that the society were still entitled to have the account between them and the plaintiff properly taken. The court (COTTON, BOWEN, and FRY, L.JJ.) held that, on the true construction of section 42, the receipt operated to vacate the debt as well as the mortgage, and that, consequently, the society were estopped from making any further claim against the plaintiff. BOWEN, L.J., expressed some doubt as to the construction of section 42, but his doubt was not sufficient to induce him to differ from the conclusion of the other members of the court.—SOLICITORS, *C. Russ; J. J. & C. J. Allen.*

HUSBAND AND WIFE—SEPARATION DEED—CUSTODY OF INFANT—RELIGIOUS EDUCATION OF INFANT NOT BEING A WARD OF COURT—FORM OF ORDER.—On the 29th ult., the action of *Condon* v. *Vollum* was tried. The plaintiff was a Roman Catholic, and his wife was a Protestant. They intermarried in December, 1877, and had issue one child, a daughter, who was born in May, 1879. In the month of July, 1879, the plaintiff and his wife agreed to separate, and a deed of separation was then executed by them and the father of the wife, who was the trustee of the deed, and thereby covenanted to indemnify the husband against his wife's debts. The deed also provided that the wife should have the absolute custody and control of the child from the date of the deed until it should be put an end to and revoked by the husband and wife, without any interference of or by the husband whatsoever. The plaintiff commenced this action against his wife and the trustee of the separation deed for the purpose of having the trusts of the separation deed administered, and for an injunction to restrain the wife from bringing up the child otherwise than as a Roman Catholic. The infant was not a ward of court, and doubt was expressed as to the court having jurisdiction to make any order as to the religious education of the child. NORTH, J., held that the provision in the deed for the custody of the infant was valid under the 2nd section of the Infants' Custody Act (36 & 37 Vict. c. 12), as his lordship considered that, upon the evidence, it would be for the infant's benefit to be taken care of by her mother. As to the infant not being a ward of court, his lordship did not require to consider that fact, as he had jurisdiction to decree specific performance of the separation deed, and, in so doing, to guard the father's right to have the child brought up as a Roman Catholic. His lordship then indicated the form of order which he thought proper—a declaration that the agreement contained in the deed of separation should be specifically performed and carried into execution; a declaration that the mother should have the custody of the child until further order, upon her undertaking that she would not, without the consent of the father, bring up the child in any manner at variance with the principles adopted by the Roman Catholic Church; application to be made to the court, when the child had attained the age of seven years, as to the education and religious instruction of the child; and a direction that the father should have reasonable access to the child.—SOLICITORS, *H. B. Forbes; Sydney T. Nevett.*

PRINCIPAL AND AGENT—AGENT FOR PURCHASE—SALE OF AGENT'S OWN PROPERTY TO PRINCIPAL—CONCEALMENT—LIABILITY OF AGENT TO ACCOUNT FOR PROFIT—COMPANY—WINDING UP—DIRECTOR—MISFEASANCE OR BREACH OF TRUST—COMPANIES ACT, 1862, s. 165.—In a case of *In re The Cape Breton Company*, before Pearson, J., on the 26th ult., a question arose as to the liability of a director of a company to account, as for a misfeasance or breach of trust, for the profit which it was alleged that he had derived from the sale of property of his own to the company, he not having disclosed to the company the fact that it was his own property which he was selling. The property was nominally sold and conveyed to the company by a person who was not a director of the company, and who did not stand in any fiduciary relation to the company. It was alleged that, in fact, this apparent vendor was a trustee on behalf of himself, the director, and four other persons, who were the beneficial owners of the property, which they had acquired about a year and a half before the sale to the company at a price very much less than that at which it was afterwards sold to the company. It was alleged that the fact that the director had an interest in the property was concealed from the other directors. In the winding up of the company a creditor and contributory took out a summons under section 165 against the director, seeking to make him account for the profit which he had derived from the sale to the company—either for the difference between the price at which he had made the purchase, and the price at which he had sold to the company, or for the difference between the latter price and the market value of the property at the time of the sale to the company. It was admitted that, at the time when the director made the original purchase, he did not stand in any fiduciary relation to the company, which had not then been formed. The property had been sold by the liquidator in the winding up. PEARSON, J. (without hearing the respondent's evidence), held that, assuming the appellant to have proved the case which he alleged, he was not entitled to the relief which he claimed. On principle and authority he was of opinion that the only relief the court could give to a principal, whose agent had sold his own property to the principal, concealing the fact that he was owner, was rescission of the contract, and when, as in the present case, rescission had become impossible by reason of the sale of the property, the court could not compel the agent to repay to the principal, either the difference between the price at which he had purchased and the price at which he had sold the property to the principal, or the difference between the price at which he had sold to the principal and the market price at the time when that sale was made. To do so would be to compel the agent to enter into a contract to sell his property at a price at which he never agreed to sell it, the old contract remaining unrescinded. It would be utterly impossible to do this. His lordship thought that this view was in accordance with the opinions expressed by Lord Cairns in *Erlanger* v. *The New Sombrero Phosphate Company* (27 W. R. 65, L. R. 3 App. Cas. 1218), and by Cotton, L.J., in *In re The Ambrose Lake Tin Mining Company* (28 W. R. 783, L. R. 14 Ch. D. 390).—SOLICITORS, *Harper & Battcock; Dollman & Pritchard.*

WILL—CONSTRUCTION—"ALL MY MONEYS."—In a case of *Townley* v. *Townley*, before Pearson, J., on the 5th inst., a question arose as to the effect of a bequest "of all my moneys." A testatrix gave "all my moneys to my brothers and sisters" in equal shares. She then made some specific bequests of furniture, but the will contained no residuary gift. At the time of the death of the testatrix her property consisted (in addition to money owing to her and cash in her house) of bonds of a foreign Government, payable to bearer, stocks and shares of railway companies, and furniture and effects. The question was raised by an originating summons, directed to this point only, whether the bonds, stocks, and shares passed under the bequest of "all my moneys." PEARSON, J., held that they did. He said that the word "money" would be construed strictly unless the will showed an intention to use it in a larger sense. This testatrix had divided her property into two classes—"furniture" and "moneys"—and she must have intended by the word "moneys" to dispose of that which was not "furniture." There was, therefore, no intestacy except as to any part of the furniture which was not specifically bequeathed.—SOLICITORS, *Pownall & Co.*

SOLICITORS' CASES.

HIGH COURT OF JUSTICE.

(Sittings in Bankruptcy, before CAVE, J.)

March 3.—*In re Parker.*

This was an adjourned application on behalf of the Incorporated Law Society for an order to commit Mr. Alfred Edwards, an accountant, to prison for contempt of court, on the ground that he had acted contrary to the statutes 6 & 7 Vict. c. 73, and 23 & 24 Vict. c. 127, (the Solicitors Acts). It appeared that on the 18th of August last the debtor and Edwards called upon Mr. Edward Upton, a solicitor, and requested him to attest the debtor's signature to a liquidation petition which he was about to file. Mr. Upton did so, and received his fee, but he was not

retained to act as the debtor's solicitor. Subsequently he found at his office a notice, apparently bearing his signature, of the first meeting of creditors, and he wrote to Edwards complaining of the unauthorized use of his name. Before the first meeting he received a communication from Edwards asking if he could conveniently attend, and stating that he would be prepared to pay him one guinea if that would be satisfactory. The facts were afterwards brought under the notice of the Court of Bankruptcy, and Mr. Registrar Hazlitt refused to register resolutions for composition. Mr. Upton also reported the matter to the Incorporated Law Society, and the case was brought before the court on Monday last and adjourned until to-day, in order that the respondent might file an explanatory affidavit.

Hollams appeared in support of the application.

Scarlett, for Edwards, read an affidavit, in which he stated that not being well versed in bankruptcy proceedings he employed Mr. Hiles, another accountant, who filled up all the papers with the debtor's assistance. The debtor or Mr. Hiles signed the name of Mr. Upton to the notice inadvertently, thinking that as he attested the petition his name should appear on all subsequent proceedings. Edwards also stated that before he received any intimation of Mr. Upton's refusal to act he asked him to attend the meeting of creditors, and stated that he should be paid by the debtor. At the first meeting he (Edwards) was appointed trustee to distribute the composition, but he had not yet received anything in respect of it, and he was considerably out of pocket by the proceedings. He had never acted as, or represented himself to be, a solicitor in this or any other matter.

CAVE, J., observed that this affidavit was not supported by any affidavit from the debtor or Mr. Hiles.

Scarlett said it would be difficult to get them to make an affidavit.

CAVE, J.—Mr. Edwards does not say that he was not aware of what was done. The charge against him virtually is that he used Mr. Upton's name without his authority. He must express his regret, and apologize to the court.

Scarlett said that if his lordship thought Mr. Edwards had been guilty of any offence, he was instructed to apologize. But he contended that what had been done in this case did not constitute an offence under the Solicitors Acts. Mr. Edwards had never held himself out as a qualified solicitor, and the case of *The Incorporated Law Society* v. *Waterlow*, in the House of Lords, showed that a person might perform work which was properly solicitors' work, and not be liable under the statutes.

CAVE, J., referred to the 70th section of the Bankruptcy Act, 1869, which provides that if any person, not being an attorney or solicitor, practises in the Court of Bankruptcy as attorney or solicitor, he shall be guilty of a contempt of court.

Scarlett said the respondent was not brought here under that Act.

After some further argument,

CAVE, J., said he was of opinion that the charge had been established, but he was reluctant to adopt the painful course of sending the respondent to prison. He would adjourn the matter for a fortnight, and the respondent must pay the costs and tender an apology, otherwise an order for his committal would then be made.—*Times*.

COUNTY COURTS.

MANCHESTER.

(Before MR. REGISTRAR LISTER.)

Feb. 26.—*Debtors' Solicitors' Costs.*

On the question of taxation of a bill of costs arising, the Official Receiver (Mr. C. J. Dibb) stated that he had communicated with the Board of Trade on the subject of allowance of fees to solicitors representing debtors after a certain stage of bankruptcy proceedings. He had received from the Board of Trade a communication that the debtor had no right to incur any costs, so far as the estate was concerned, after the receiving order had been made, and, therefore, all items incurred by the debtor through his solicitor, he submitted, should be disallowed. It was his (the official receiver's) duty to instruct the debtor how to make out his statement of affairs, and if the debtor required assistance the official receiver could make an order that he should have it, but if he only wanted to swear to the correctness of it he could come to his office or go to anybody duly authorized to administer oaths, so that debtors need not incur costs by a solicitor attending before the commissioner, inasmuch as the oath would be administered by the official receiver or one of his staff as part of their duties. With regard to attendance at public examinations he submitted that the debtor had no right to have anybody attending on his behalf, and, if he wished to have, it must be obtained by his friends. The court would protect him. The rule in the 17th section of the new Act said that only such questions should be put to the debtor as the court should direct, and he therefore submitted that the debtor was amply protected by the court if his friends did not see fit to employ a solicitor.

The REGISTRAR said that he rather took a contrary view. He thought a solicitor was entitled to attend on the public examination, and that his costs ought to be allowed.

The *Official Receiver* observed that he was only representing the view of the Board of Trade.

The REGISTRAR thought it would be well that there should be a decision on the subject, and in order that the question might be raised, he would always allow all the items in favour of a solicitor until some contrary order was given.

The *Official Receiver* said it was only fair to say that in the present instance the charges were on a very reasonable scale, and he had no ground for quarrelling with them except as being against the rule laid down for his guidance.

The REGISTRAR said that it was quite clear that not many charges could be made by a solicitor under the new Act. He should take upon himself—and he thought it was for the general benefit that he should do so—to allow the items and leave someone to correct him. The attention of the registrar was called to the fact that he had directed the debtor's solicitor in this case to file certain memoranda.

The *Official Receiver* observed with regard to this that it was now decided it was the duty of the official receiver when he had charge of the affairs to file the papers, but when the trustee was appointed it was his duty, to which the registrar agreed. The official receiver said he understood that the registrar did not intend to alter the rule with regard to adjournment of examinations. If it was necessary, as it almost invariably was, to apply for the adjournment of a public examination it would be his (the official receiver's) duty to apply so long as a trustee was not appointed.

The REGISTRAR said that until the appointment of trustee that should be so.

COURT OF SESSION, SCOTLAND.

THE JURISDICTION OF ENGLISH COURTS IN SCOTLAND.

(Before the First Division).

March 1.—*John Orr Ewing and others* v. *John Orr Ewing's Trustees.*

This was an appeal from a decision of Lord Fraser. It will be remembered that in *In re Orr-Ewing* (31 W. R. 464, L. R. 22 Ch. D. 456) the English Court of Appeal, whose decision was affirmed by the House of Lords, granted administration of the entire estate of a Scotch testator, although the English assets amounted to not much more than one-twentieth of the whole, and three of the six executors and trustees, all of whom were domiciled Scotchmen) resided permanently in Scotland. Lord Fraser, on the 15th of December last, held that Scotland has a law different from that of England; and, *quoad* that law, it is an independent State, entitled to demand from England adherence to the rules of international law, which determine the rights of natives of foreign States which may be made the subject of action in her courts; that the executor confirmed in the domicile is the principal administrator of the estate, though the executor appointed in a foreign country, who has taken out probate or letters of administration there, has a right to ingather the estate within the territory of the court that gives him probate, and is bound to account to the court which gives him probate for all the money that he has recovered within its jurisdiction; and the executor of the domicile is not entitled to demand from him these moneys before such accounting (*Preston* v. *Melville*, 2 Rob. Ap. 88). But after having accounted to the court where the funds were found, he is bound to remit any balance that may be in his hands to the executor of the domicile—the general administrator of the estate. Lord Fraser accordingly interdicted the trustees from removing the estate and effects out of the jurisdiction and control of the Scottish courts, and declared that the trustees were bound to administer the estate subject to the law of Scotland. Mr. Justice Chitty, on the 21st of December last, directed the trustees to appeal against Lord Fraser's judgment.

The LORD PRESIDENT, in giving judgment, said it was his opinion that the Judicatories of Scotland and England were as independent of each other, within their respective territories, as if they were the Judicatories of two foreign States. Long practice in any of the courts of the United Kingdom could not be disregarded by the House of Lords without serious inconvenience, but such practice could have no influence on the independent Judicatories of another part of the United Kingdom, or on the House of Lords sitting in review upon their judgments. The pursuers of the action, he thought, were entitled to what they asked. One could not but sympathize with the defenders in the very embarrassing position in which they were placed, from no fault of theirs, but no consideration of that nature could be allowed to influence the court in judging of the pursuers' right. He proposed that judgment be given in terms of the declaratory conclusions, and, as regarded the other conclusion, it appeared to him that the most proper and effectual remedy was to sequestrate the trust estate, and, without removing the trustees from office, to appoint a judicial factor with all the powers conferred upon the defenders by the trust disposition. The effect of that would be to remove the trustees at present from all charge of the estate, and suspend all action on their part as trustees and executors. But the sequestration need not continue if the trustees should hereafter find it possible to resume administration. The course he proposed was in accordance with the practice of the court, and was, in his opinion, at once the most effectual remedy in the pursuers' interest, and the most appropriate as to the unfortunate position in which the defenders were placed.

The other judges concurred.

One of the largest verdicts on record, recovered in actions against railway corporations for personal injuries, says an American legal journal, was lately recovered in Boston, it being for the sum of 29,800 dollars.

According to *Kemp's Mercantile Gazette* the number of failures in England and Wales gazetted during the week ending Saturday, March 1, was 69. The number in the corresponding week of last year was 239, showing a decrease of 170, being a net decrease in 1884, to date of, 1,110.

SOCIETIES.

INCORPORATED LAW SOCIETY.

JUDICATURE AND BANKRUPTCY RULES.

At a special general meeting of the Incorporated Law Society, held at their hall in Chancery-lane on Thursday, the 31st day of January, 1884, the following resolution was passed:—"That, inasmuch as the working regulations under the Judicature and Bankruptcy Rules are only next in importance to the rules themselves, this meeting is of opinion that a committee of fifteen members (five to form a quorum) ought to be appointed by the council to watch the working of the rules, and from time to time to report to the council, with the view of immediate representation to the authorities when circumstances require. The duties of the committee to terminate at the annual general meeting in 1885."

The council appointed the following members of the society to act on the committee:—Baker, William Frederick (Lawrence, Plews, & Baker), 14, Old Jewry, E.C.; Chamberlain, Vincent Ind, M.A., 48, Finsbury-square, E.C.; Crossman, Alexander (Shum, Crossman, & Co.), 16, Theobald's-road, W.C.; Crowder, George Augustus (Crowder, Anstie, & Vizard), 55, Lincoln's-inn-fields, W.C.; Gray, William Howard (Bell, Brodrick, & Gray), 9, Bow Churchyard, E.C.; Gribble, Henry Edward, B.A. (Torr & Co.), 38, Bedford-row, W.C.; Hunter, John (Hunters, Gwatkins, & Haynes), 9, New-square, Lincoln's-inn, W.C.; Iliffe, John Arthur (Iliffes & Cardale), 2, Bedford-row, W.C.; Johnstone, James March (Gregory & Co.), 1, Bedford-row, W.C.; Munton, Francis Kerridge (Munton & Morris), 95A, Queen Victoria-street, E.C.; Osbaldeston, Matthew Davenport (Field & Co.), 36, Lincoln's-inn-fields, W.C.; Pennington, Richard (Cookson, Wainewright, & Pennington), 6, New-square, Lincoln's-inn, W.C.; Preston, Thomas Sansome (Robinson, Preston, & Stow), 35, Lincoln's-inn-fields, W.C.; Ryland, Henry Skipper (Clarke, Woodcock, & Ryland), 14, Lincoln's-inn-fields, W.C.; Whitehead, Spencer, 1, New-square, Lincoln's-inn, W.C.

The committee have elected Mr. Richard Pennington to act as chairman, and Mr. John Hunter as vice-chairman, and Mr. Charles Walter Oddie (Torr & Co.), 38, Bedford-row, W.C., as secretary.

All communications on the subject referred to the committee should be addressed as follows:—"The Secretary, Judicature and Bankruptcy Rules Committee, Law Institution, Chancery-lane, London, W.C."

LAW ASSOCIATION.

At the usual monthly meeting of the directors, held at the hall of the Incorporated Law Society, Chancery-lane, on Thursday, the 6th of March, the following being present—viz., Mr. Boodle (chairman), and Messrs. Desborough, jun., Hedger, Parkin, Sawtell, Williamson, and A. B. Carpenter (secretary)—a grant of £10 was made to the daughter of a member, new members were elected, and the ordinary general business was transacted.

THE SHEFFIELD DISTRICT INCORPORATED LAW SOCIETY.

The ninth annual general meeting of this society was held on Thursday, the 28th ult., Mr. B. Burdekin (president) in the chair.

The notice convening the meeting, and the report, as printed, having been taken as read, it was resolved:—

1.—That the report presented by the committee be received, confirmed, and adopted, and that the able paper read by the president, in proposing the adoption of the report, be printed and circulated amongst the members.

2.—That the accounts of Mr. Broomhead (the treasurer) for the past year be approved and passed, and that the thanks of the society be given to him for his services.

3.—That the cordial thanks of the society be given to Mr. Benjamin Burdekin (the president) for the ability with which he has filled the office, and the consideration he has given to his duties during the past year.

4.—That the cordial thanks of the society be given to Mr. Herbert Bramley for the able manner in which he has discharged the office of honorary secretary from the commencement of the society.

The chairman then, in the name of the society, presented to Mr. George Ernest Branson, who was placed in the second division for honours in the June examination in the year 1881, the prize of the society for that year, of the value of ten guineas; and to Mr. Arthur Edward Burdekin, who was placed in the second division for honours in the April (Easter) Examination in 1883, the prize of the society, of the value of ten guineas, for that year. Mr. G. E. Branson and Mr. A. Burdekin suitably responded.

5.—That Mr. John James Wheat be elected the president; Mr. Francis Patrick Smith be elected vice-president; Mr. Broomhead be re-elected the treasurer; and Mr. Bramley be re-elected secretary of the society.

6.—That the following gentlemen be hereby appointed to act with the officers mentioned in the last resolution, as the committee for the ensuing year—viz., Messrs. J. Binney, J. Brailsford, jun., W. Brown, B. Burdekin, W. B. Esam, T. Gould, M. H. Humble (Chesterfield), E. T. Moore, B. Nicholson (Wath), D. H. Porrett, W. Smith, A. Taylor, A. Thomas, B. Wake, and W. Wake.

7.—That Messrs. J. C. Clegg and G. Denton be appointed the auditors of the society for the ensuing year, and that the best thanks of the society be given to Mr. H. O. Maxfield for his kindness in auditing the accounts for the last year.

8.—That the thanks of the society be given to C. B. S. Wortley, Esq., M.P., for his attention to the matters laid before him by the committee, and for prints of the public Bills brought into the House of Commons during the last session, which he has forwarded to the committee.

9.—That all undue restraints on the alienation of property are contrary to public policy, and that an unlimited power to forfeit a lease on breach of a covenant restraining alienation without consent is capable of being made the instrument of gross oppression and extortion, and that, having regard to the enormous capital embarked in mining and mercantile enterprizes in all parts of this country upon properties of leasehold tenure, there ought to be introduced by Government a measure for the protection of tenants, by placing proper restrictions upon clauses in restraint of alienation, and qualifying the right of landlords to enforce forfeiture for breach of such clauses.

10.—That a copy of the foregoing resolution be forwarded to the Lord Chancellor, to the Incorporated Law Society, to the President of the Board of Trade, and to the borough and county members, and that other provincial law societies be asked to co-operate with this society in trying to effect an alteration in the existing law.

11.—That the continuous sitting, in London, of a court to deal exclusively with contentious, as contrasted with administrative, work, is essentially necessary for the due conduct of the business of the country; and that the want of such a court entails the very serious evils of expense and delay, and this still greater evil—denial of justice—by the enforced reference or compromise of causes, many of which can only be duly and satisfactorily dealt with by the public examination of witnesses, and the decisions of superior court judges.

12.—That the thanks of the meeting be given to the chairman for presiding.

The following are extracts from the report of the committee:—

Members.—The number of members is 129.

Clients' Money.—In consequence of the growing attention devoted to the subject, in April, 1883, the following resolution, as to the separation of clients' money from solicitors', was adopted by your committee:—"That with reference to the question of solicitors mixing clients' money with their own, this committee affirm the principle that, as far as practicable, clients' money should be kept distinct from the solicitors', and that as regards sums of considerable amount this can easily be done; but with respect to small sums received for clients, it is not practicable to lay down a definite rule."

Conveyancing Questions.—Among the conveyancing questions which have come before the committee during the year, the following have received their consideration:—

Registry of Satisfaction of Building Society's Mortgage.—The question whether a purchaser ought to insist upon satisfaction of a building society's mortgage being entered in the West Riding Registry of Deeds, on repayment thereof, the same being evidenced by the ordinary statutory receipt indorsed upon the mortgage, was discussed by the committee, who were unanimously of opinion that it was usual and, in fact, right to register such satisfaction at Wakefield.

Scale Costs on Sales arising out of Bankruptcy and Liquidation Proceedings—Attendance.—The point having been raised as to the construction to be placed upon section 2 of the "Solicitors' Remuneration Act, 1881," and rule 2 of the General Order made in pursuance thereof, whether in bankruptcy and liquidation the new scale of charges or the old scale is to be allowed in respect of conveyancing and other business not actually before the court, the committee resolved—"That in their opinion, in sales arising out of bankruptcy and liquidation proceedings, the scale under the Solicitors' Remuneration Act, 1881, applies from the time that instructions for the sale are given; but, except as to sales, speaking generally, all attendances in connection with business arising out of the bankruptcy or liquidation are to be considered as business transacted in a court."

Solicitors' Remuneration Order, Schedule I., Part I., Rule 4.—Charge of £2 for Separate Perusals.—On the question whether the 4th rule in Schedule I., Part I., of the Solicitors' Remuneration Order, which is as follows—"If a solicitor peruses a draft on behalf of several parties having distinct interests proper to be separately represented, he is to be entitled to charge £2 additional for each such party after the first"—covers more than the perusal, the committee resolved—"That, in their opinion, as a general proposition, the £2 perusal fee mentioned in the rule covers all the costs incurred in respect of the person for whom the draft is perused—including, if needed, a copy of the deed for him."

Scale of Remuneration to Auctioneers.—The following question having been raised—"Whether property is deemed to be sold for the purpose of the regulation—'where property is offered for sale, and not sold, one guinea to be paid for each unsold lot'—(1) When it is sold after the auction to the highest bidder thereat; (2) when it is sold after the auction to a person not a bidder thereat," the committee resolved—"That under the language of the scale no commission is payable to the auctioneer in either of the above cases."

Mr. William Goodenough Hayter, registrar of accounts at the Charity Commission, has been appointed by the Lord Chancellor to be one of the official trustees of charitable funds, in succession to Mr. Hare, resigned.

Mr. Gregory gave notice in the House of Commons, on the 29th ult., of his intention, on that day four weeks, on going into Supply, to call attention to the subject of the fees imposed on suitors in the Supreme Court of Judicature, and move a resolution.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

Preliminary Examination.

The following candidates were successful at the preliminary examination held on the 13th and 14th of February, 1884:—

Adams, William Dacres
Allcock, George
Allnutt, Albert Bernard
Amphlet, Charles Edward
Arnall, William Ernest
Ardagh, Russell Drapes
Armitage, Henry Allen
Aspinall, Frederick Lewis
Atter, Francis Ward
Barnett, Henry Augustus Grattan
Barton, George Albert
Bell, Bertie Edward
Bell, Ralph
Bennett, John
Bentley, Joseph Arnold
Berry, Thomas
Bolton, Edward Alured
Bolton, Robert Charles
Bower, George Walter
Brewer, Charles William Low
Bridge, Alfred
Brown, George William F.
Budden, Herbert Augustus
Bull, Frank Kimber
Bull, Thomas Henry
Carter, John William
Cecly, Alexander Robert Arthur
Chapman, Frank Henry
Charles, Robert William
Chilton, Guy
Chinn, Alan Edward
Chinn, Richard
Clack, Henry David Octavius
Clarke, Henry Garrard
Cochrane, Walter John Basil
Coleman, George
Collingwood, William George
Cooper, Arthur Savage
Copeland, Frederick
Cornwall, Frank Herbert Goode
Court, William Henry
Crawley, James Henry
Cresswell, Henry Albert
Croydon, Edward George Henry
Dodd, Reginald
Doggett, William Harold
Downham, Henry William
Draycott, Arthur
Dutton, John Victor
Edwards, John Bruen
Ellis, Evelyn Campbell
Ellis-Fernor, Joseph Turnley
Ellison, John
Evans, Horace Lavington
Ewbank, Charles Augustus
Ferris, Herbert William
Fielding, Percy
Fisher, Thomas Bramwell
Fisher, William Swann
Fleming, James William
Foskett, Henry
Garner, Herbert Walker
Gatty, Victor Herbert
Gordon, Stanley Seymour
Greaves, Charles Henry
Green, John Robert
Greene, Arthur H.
Hampton, William Roberts
Hatch, John Rowland
Hay-Chapman, Francis Frederick Angerstein
Hayhurst, Walter Plant
Heather, Ernest William
Hickley, Leonard William North
Hill, Algernon Frank
Hoare, Stanley Herbert
Hodding, George Montagu
Hollinshead, Hubert Rowson
Horner, Thomas
Howard, Charles
Howard, Charles Waterhouse
Hunt, Albin Llewellyn
Ivimey, Henry Edward Ellis
James, Charles Edward
Joblin, Francis Edward
Kaberry, Harold Knibbs
Kealy, Oswald William
King, Frederick Herbert
Kuttner, Maximilian Zulchaur
Layton, James Rufus
Leak, Frederick Osborne Simeon
Lloyd, David
Lowe, Dudley Francis
Lydall, John French
Marchant, Charles
Mason, Edward Mark
Mason, James
Marson, Lionel James
Matthews, John Hobson
Miller, John
Mitchell, Victor Evelyn
Mobberley, William Stanley
Moordaff, Charles Henry
Moulding, Arthur Wallis
Mutlow, Alfred Toombs
Nash, Edward Tatham
Nash, Walter Lee
Nicholson, William Edward
Nodes, Sydenham William Stephenson
Oakey, Thomas William
Oates, William Henry
Oddie, Lewis Gilbert
Olivant, George Daniel Starkey
Pedley, Samuel William
Petre, Laurence Joseph
Porter, John Ormandy
Prall, Harry Horace
Ransom, Edward
Ravenor, Henry Temple
Rawlings, John Dunnell
Reed, William
Rew, Charles Edward Daliel Oldham
Reynolds, James
Ricketts, Edward
Riddick, James Ormston
Ritch, Lewis
Robinson, Reginald William
Roper, Harry
Ross, Thomas
Rowlands, William Oswald
Ruston, Alfred Stanley
Sadd, Herbert Rogers
Satterthwaite, Charles William
Sewell, Frederick Capel
Shackleton, William Matthew Wing
Shoesmith, John William
Siveter, William Alfred
Sowton, Henry
Spark, John Henry
Stapylton-Smith, Henry Googer
Steadman, Henry Clive
Strange, Thomas
Stredwick, Clement Edward
Sturt, Bertram
Sugden, Herbert
Swainson, George Francis
Tattersall, Henry Percy
Taylor, John
Thompson, Robert Gascoigne
Thompson, Thomas
Tordoff, Thomas Bunting
Tyler, Jacob
Vincent, Charles Cooper
Waddle, William
Wallett, Russell Gladstone
Walmesley, Thomas Austin
Waterhouse, John Robert
Watkin, Alfred Hobson
Williams, Alfred Frederick
Wood, Francis
Wood, Hubert Stephen
Wood, Robert Samuel
Woodall, Harry Francis
Woodward, John Arthur Toye

Intermediate Examination.

The following candidates were successful at the intermediate examination held on the 17th of January, 1884:—

Ainger, Stewart Delamain
Ames, Herbert Edmund
Ashworth, Edward Lewis
Austin, Charles Howard, B.A.
Barfield, Arthur Edward
Barron, Edward Evelyn, B.A.
Bathurst, Richard
Bearder, George
Beaumont, Charles Midforth
Bell, Thomas
Bell, William Henry
Bendle, Herbert
Blackhurst, Thomas Alexander
Blake, Charles Jex
Blinkhorn, Samuel Bradley
Blythen, Arthur Thomas
Bowden, William La Coste
Bracey, Ernest Arthur
Brady, Noel Philip Wentworth
Brandon, Thomas
Burns, Thomas
Burrell, Maurice
Carruthers, Arthur George
Caudwell, Paul, B.A.
Chambers, James William
Chaplin, Frank Samuel
Chester, Harry, B.A.
Christian, Reginald Arthur
Clapp, Cecil Robert Mamwaring, B.A., LL.B.
Clarke, William Arthur
Collinson, Christopher Barber
Collyer, George Alexander
Cook, James Harold
Cooper, Edmund Henry
Cornford, Charles Edward
Cornish, Edward
Crawfurd, Charles Hubert Payne, B.A.
Crosby, Hugh Stowell, B.A.
Cross, Elihu Richard
Crosse, Reginald Stawell
Cushing, Robert Sewell
Davies, Ernest Richard
Davies, John Samuel
Davy, Charles Edward Robert
Day, Henry Charles Arundell
Delay, James Arthur
Dixon, Henry
Dixon, William Barwise
Dunn, Matthias Hugh
East, Albert
Eastwood, Arthur Edgell, B.A.
Elliman, George Drayton
Ellis, Arthur Francis Flower
Ensor, Fred. William, B.A.
Entwisle, George Ernest
Falkner, William Gardner
Fonnereau, William Neale
Fountain, Alfred
Fox, Charles Augustus
Francis, Guy, B.A.
Gandy, Henry Garnett, B.A.
Gard, Edward Ernest
Garside, George Henry
Gates, Percy George
Gaze, Worsley John Robert, B.A.
Gibb, William Alfred
Gidney, Herbert Ramsdale
Gibbs, Herbert Washborne
Gosling, William Kingsley
Gramshaw, Robert Michael Oginski, B.A.
Gratton, Richard Rooth
Greenwood, Bransby
Greig, William James
Gregory, Henry Holman
Gregson, Leonard Shuttleworth
Groom, Samuel Robert
Grover, Herbert Charles Gerald
Hart, Robert Pulsford
Haslehurst, George Lister
Heald, James, B.A.
Hearn, Alfred Booth
Hedderwick, Philip
Hill, Charles Lyall
Hill, Evelyn Henry, B.A.
Hirst, George Harry
Hitchcock, Charles
Hovenden, Ernest Churcher
Hughes, Thomas Cann, B.A.
Hume, William Schreiber, M.A.
Hutchinson, Tracy
Jecks, Arthur Statham
Jennings, John
Jessop, William
Jones, David
Juckes, Thomas George
Kemp, Mark Parnell
Kempthorne, William Glanville
Leechman, George Douglas
Leefe, Drewry Octavius
Levy, Guilford Edward
Lewis, John Hugh
Lewis, William Edgar
Light, John
Lloyd, Richard Jones
Macartney, Samuel Robert
McConnell, John William
McLellan, William Francis
Marshall, John Edwin
Martell, Philip Lewis
Martin, Hugh Alexander
Mason, Frederick Daniel
Mason, William Henry
Maxwell, Alexander Hyslop
Meares, Thomas
Medd, Francis John Goldsmith
Mellor, Harry Ogden
Mellor, Wilfrid Arnold
Molesworth, Arthur Henry
Moore, John Webster
Muckalt, Thomas, B.A.
Neville, Edward James
Newman, Frank
Orford, William, B.A.
Parry, John Humphreys
Peel, George Woolnough
Pemberton, Harold
Phillips, Henry Revell
Phillips, Llewelin James
Picton, Robert Owen
Pierce, Arthur Thesiger
Plant, Alfred Thomas
Pratt, Joseph Benjamin
Price, Octavius Thomas
Pruen, George Henry
Puleston, Alfred
Ralph, Audsley
Ray, Arthur Edmund
Remon, James Amy
Rennolls, Harry Sydney Hanchell
Rice, Bernard Francis, B.A.
Rigden, George Ernest
Ruston, Albert Alexander
Sandars, Frederick Eustace
St. Quinton, Jeffrey Charles, B.A
Saunders, George Morley
Senior, Percy Haigh
Simpson, Charles Ernest
Smith, Archibald George, M.A.
Smith, Alfred Oxnard
Steel, Robert Edward
Stevenson, John
Stonehouse, Frank
Straughton, Joseph
Sutcliffe, Charles Edward
Sykes, Joseph
Taunton, Hugh Grosvenor
Taylor, Frank
Thiseltor, Alfred Edward, B.A
Thomas, Evan Daniel, B.A.
Thorp, Joseph Herbert
Tickill, John Arscott
Till, Spencer
Tongue, Henry
Vaughan, Walter John
Vincent, William
Wade, Herbert Tetley, B.A.
Wake, Alfred Hugh
Walsh, John Gordon
Ward, Thomas, B.A.
Ward, William Edmeades
Ward, Egerton Harvey
Warren, William James
Welborne, Harry de Montfort, B.A.
Wharton, Walter West
White, Charles Henry
Wild, Gilbert Louis

Wilks, Arthur Henry
Williams, Charles Moseley
Williams, Latimer Thrale, B.A.
Willis, Thomas William
Wilson, John Baty
Windsor, Walter Edward
Wrentmore, John Harris
Wright, Alexander, B.A., LL.B.
Wright, Thomas Watson

FINAL EXAMINATION,

The following candidates were successful at the final examination, held on the 15th and 16th of January, 1884:—

Acton, Thomas Arthur
Adams, Arthur Robert
Andrews, Lancelot William
Arber, William Kinross
Arnold, Bernard
Ashford, John
Aston, John Williams
Atkinson-Grimshaw, Henry Honywood
Baguley, Samuel
Bailey, William John
Banes, Arthur Alexander
Barlow, Lyonell, B.A.
Baylis, Frederic William
Birks, Henry Teasdale
Bond, Arthur Thomas Mallock
Booth, James Arthur
Bradshaw, Charles Goodwin
Brimacombe, John
Broatch, Joseph
Brown, Thomas James
Bull, Henry John Howard
Burges, William Edward, M.A., LL.M.
Butterworth, Alexander Kaye
Calvert, James Washington
Camidge, Frederick Adolphus
Carr, Thomas Lewis
Carter, Harold Mark
Catterall, Frederic Peter
Chalker, Henry
Cheales, John Allan Carnegie
Clark, Edwin
Close, Charles Arthur, B.C.L., M.A.
Cockburn, James Dissington
Cotton, John Arnoldi
Cox, Frank Lockhart, B.A.
Craven, John Whipp
Crowther, Arthur
Dale, James Osmonde
Dalton, John Charles
Dampier, Leonard, B.A.
Dashper, Alfred William
Davies, Thomas Henry
Dewhurst, Richard James
Dickinson, William
Dobinson, William, B.A.
Doughty, Elkanah Musgrave
Edington, Robert
Eede, Charles
Eland, Frederic Ernest
Eley, Douglas Wells
Evans, Arthur James
Ferrier, Benjamin Turner
Fisher, Lionel Paston
Fletcher, Arthur Granville
Forward, Edward William
Francis, Edward, B.A.
Fraser, John Alexander
Gallop, Reginald George
Gandy, Jeremiah Francis
Garner, Thomas
Garrard, George Ellis
Gibson, Henry Frederick
Gilby-Cook, Albert
Gillart, Edmund
Grange, Ernest Leigh, B.A.
Gray, Richard
Griffith, James Frederick
Griffith, Thomas Blackwall
Grimes, Harry Warner
Guedalla, Joseph
Hainsworth, Charles John
Hall, John Roberts
Hall, Walter Clarke
Harby, Arthur
Harrod, Henry Dawes
Hay, William Thomas
Hincks, John Steer, B.A.
Hind, James, B.A.
Hinds, James
Hitchcock, Frank George Armstrong, B.A.
Holcroft, George Harry, M.A.
Holmes, John Camm
Holt, James Henry
Hore, Henry Augustus
Horner, Charles Edward, B.A.
Hosking, Edgar
Humphreys, Griffiths Jones
Jackson, John
Jackson, William Herbert
James, Julian Macfarquhar
Jevons, Wesley Howard
Johnson, George Sydney Milton, B.A.
Johnson, Luke
Johnson, William Horatio
Kerby, Henry
Kingsford, Julius
Kirby, Charles Augustus
Lamb, Thomas
Langton, Frederick William
Leeper, Richard John
Lemon, James Graham
Lewin, Harold Chaloner
Littlewood, John Whitaker
Lord, William Dawber, B.A.
Loyd, Ernest Edwin
Manning, Frederick John
Markham, William
Marsland, Ernest Clegg
Mellor, George William
Miller, Hubert William
Miller, Reginald Walter
Monckton, Stephen Lancelot
Moreton, Thomas
Morgan, Stanley William
Newton, Arthur John Edward
Nicholson, Henry Withnall
Oakley, Charles Selby, M.A.
Oddie, Edward Gream
O'Moore, Garrett
Pearce, Arthur
Pellatt, Daniel
Phear, Henry Herbert, B.A.
Phillips, Frederick
Pierson, Frederick Arthur
Poole, Henry Joseph Ruscombe
Price, Joseph Seymour
Ramsbottom, Henry Alfred
Rawlins, Henry Walter King
Reeves, William Warwick
Ridley, John Thompson
Ripley, Robert Frederick
Roberts, Harry Astley, B.A.
Roberts, John Thomas
Roberts, Theodore
Robinson, Percival George
Rogers, Ernest Charles, B.A.
Salmon, Thomas William
Sawbridge, Charles Walton
Seldon, William Edward
Shaw, Harold
Shuttleworth, Arthur
Siddall, Frederick James Dawson
Silburn, John Henry
Simpson, James Wason
Sismey, George Herbert
Skelton, Samuel Gissing
Smee, William, B.A.
Smiles, Henry Locke
Smith, Austin Cook
Smith, Edward Castleman
Smith, Hayne
Smith, James
Smith, Somers Percy
Southgate, James Trippett
Spink, Frederic Walter
Spreckley, James Octavius
Sprott, George Herbert
Sternberg, Leopold
Stevens, Robert Arthur
Stokes, Joseph William
Stubbs, Francis William
Sutcliffe, Arthur Frederick
Tapscott, Benjamin Adams
Tayler, Herbert Stanley
Taylor, Lewis William, B.A.
Thistlewood, George Sigel
Thompson, Charles
Thompson, Ephraim
Thompson, Joseph French
Thorney, Alfred
Tiernay, Terence
Towsend, Henry Fox
Trevitt, John
Tuckett, Richard Clapson
Turnbull, John Charles
Tweed, Frederick Gordon
Upton, Edmund
Vandamm, George
Walker, Cecil Francis
Ward, John Gill
Wassell, John Daniel
Watkin, Edgar
Watson, Charles Abraham
Watts, Herbert Edwin
White, George Frederick Freeland
Williams, Alfred John Herbert
Williams, Thomas Webb
Williamson, Hugh Henshall
Wiltshire, Charles Jennings
Wingrove, Ernest Lukin
Wood, Robert Myers
Woodforde, Herbert Chamberlain
Wragg, John Haywood
Wynne, Richard

LEGAL APPOINTMENTS.

Mr. MATTHEW DAVENPORT OSBALDESTON, of 36, Lincoln's-inn-fields, London, W.C., solicitor, has been appointed a Commissioner within all parts of England for the purpose of taking, under the law in force in British India, the Acknowledgments of Married Women of Deeds to be executed by them in respect of property in British India.

Mr. JOHN ARTHUR PARRY, solicitor, of 13, Clement's-inn, Strand, and 75, Charlwood-street West, Pimlico, has been appointed a Perpetual Commissioner for taking Acknowledgments for London, Westminster, and Middlesex, as well as a Commissioner for Affidavits. Mr. Parry was admitted in 1852.

Mr. JOSEPH PARRY JONES, solicitor (of the firm of Minshalls & Parry Jones), of Oswestry, Llangollen, and Llandudno, has been elected Town Clerk of the Borough of Oswestry, in succession to Mr. Henry Davies, deceased. Mr. Jones was admitted a solicitor in 1871.

Mr. WILLIAM JACKSON, solicitor, of Oswestry, has been appointed Deputy Town Clerk of that borough. Mr. Jackson was admitted a solicitor in 1879.

Mr. HENRY HUTT CUNNINGHAM, barrister, who has been appointed a Stipendiary Magistrate for the Colony of British Guiana, is the son of Mr. Henry Cunningham, of Alverstoke, Hampshire. He was educated at Clare College, Cambridge, where he graduated as a junior optime in 1874, and he was called to the bar at the Inner Temple in June, 1876. He has practised on the Western Circuit, and at the Hampshire, Winchester, Portsmouth, Southampton, and Poole Sessions.

Mr. WILLIAM MELLOWS, solicitor (of the firm of Smedley & Mellows), of Peterborough, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. ROGER FREDERICK HASLEWOOD, solicitor, of Bridgnorth and Much Wenlock, has been appointed Deputy Coroner for the Stottesden District of Shropshire. Mr. Haslewood has also been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature. He was admitted a solicitor in 1879.

Mr. MARTIN EDWARDS, solicitor, of Pontypool, has been elected Coroner for the Newport District of Monmouthshire. Mr. Edwards was admitted a solicitor in 1872.

Mr. THOMAS PARKER DIXON, solicitor, of 9, Gray's Inn-square, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. GEORGE WILKINSON PRALL, solicitor, of Rochester, has been elected Clerk to the North Aylesford Board of Guardians, Assessment Committee, and Rural Sanitary Authority. Mr. Prall was admitted a solicitor in 1881.

Mr. JAMES JOHN SPARKE, solicitor, of Bury St. Edmunds, has been elected Clerk to the Thingoe Board of Guardians, Assessment Committee, and Rural Sanitary Authority, in succession to his father, the late Mr. James Sparke. Mr. J. J. Sparke is in partnership with his younger brother, Mr. Charles James Ethelred Sparke, who is coroner for Bury St. Edmunds. He was admitted a solicitor in 1873.

Mr. JOHN HENRY EVANS, solicitor, of Newcastle Emlyn, Aberayron, and Lampeter, has been appointed Clerk to the County Magistrates for the Llanfihangel and Llandyssul Divisions, in succession to his father, the late Mr. Benjamin Evans. Mr. J. H. Evans was admitted a solicitor in 1868. He is registrar of the Newcastle Emlyn County Court.

Mr. WILLIAM EVANS GEORGE, solicitor, of Cardigan and Newcastle Emlyn, has been appointed Clerk to the County Magistrates for the Penrhiwpul Division, in succession to Mr. Benjamin Evans, deceased. Mr. George is clerk to the Newcastle Emlyn Board of Guardians and Highway Board, to the Clydel and Cenarth School Boards, and superintendent registrar.

Mr. ARTHUR WILLIAM PACE, solicitor, of Pershore, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. WILLIAM RYMER WOOLER, of Darlington, solicitor, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. GEORGE STOVIN VENABLES, Q.C., who has been appointed High Sheriff of Radnorshire for the ensuing year, was born in 1810. He was educated at the Charterhouse, and was formerly fellow of Jesus College,

Cambridge, where he graduated in the first class of the classical tripos, and also as a senior optime in 1832. He was called to the bar at the Inner Temple in Trinity Term, 1836, and he became a Queen's Counsel in 1863. Mr. Venables formerly practised on the Oxford Circuit and at the Parliamentary Bar. He is a magistrate for Radnorshire, an honorary fellow of Jesus College, Cambridge, and a bencher of the Inner Temple, and he has filled the office of treasurer of that society.

DISSOLUTIONS OF PARTNERSHIPS.

SAMUEL BARFIELD and WILLIAM NATHANIEL ARNOLD DANIEL (Barfield & Daniel), solicitors, Plowden-buildings, Temple. October 16.

THOMAS CLARKE and FREDERICK ANDREW PAYNE (Clarke & Payne), solicitors, Tiverton. March 3.

HENRY FREDERICK ALEXANDER DAVIS, and WILLIAM STEPHENS (Davis & Stephens), solicitors, Gloucester. Dec. 31.

JOHN ARTHUR TALBOT and RICHARD BURGASS WOOSNAM (Talbot & Woosnam), solicitors, Newtown, Montgomeryshire. Feb. 27. Each will in future carry on the business of a solicitor, at Newtown aforesaid, on his own account. [*Gazette*, March 4.]

NEW ORDERS, &c.

PAY OFFICE OF THE SUPREME COURT.

The business of the office connected with funds in the Queen's Bench, and the Probate, Divorce, and Admiralty Divisions, will be conducted in room No. 65.

The prescribed stamped forms of requests for lodgments and payments to be made (otherwise than under an order) can be obtained at any of the Inland Revenue offices in the Royal Courts of Justice, where all other stamped forms prescribed under the rules may be purchased.

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

Feb. 29.—*Bills Read a Third Time.*

Marriages Legalization (Stopsley, Beds.).
Matrimonial Causes.

March 4.—*Bill Read a Second Time.*

PRIVATE BILL.—Nar Valley Drainage.

Bill Read a Third Time.

PRIVATE BILL.—Haddenham Level.

HOUSE OF COMMONS.

Feb. 28.—*Bills in Committee.*

Freshwater Fisheries Act Amendment (passed through Committee).
Greek Marriages (passed through Committee).

New Bill.

Bill to provide for provincial sittings of the High Court of Justice in certain populous places (Mr. WHITLEY).

March 1.—*Bill Read a Second Time.*

Bankruptcy Appeals (County Courts).

Bill Read a Third Time.

Brokers' (City of London).

March 3.—*Bills Read a Second Time.*

PRIVATE BILLS.—Lancashire and Yorkshire and London and North-Western Railway Companies (Preston and Wyre Railway); Lancashire and Yorkshire Railway; London and South-Western and Metropolitan District Railway Companies; Metropolitan District Railway; Metropolitan Railway (Various Powers); Rosebush and Fishguard Railway; Sutton Bridge Dock: West Lancashire Railway (Capital); Wharves and Warehouses Steam Power and Hydraulic Pressure Company; Medina (Isle of Wight) Subway (by order).

Speaker's Retirement.

Law of Evidence in Criminal Cases.

Bill in Committee.

Valuation (Metropolis) Amendment.

Bill Read a Third Time.

Greek Marriages.

New Bill.

Bill to amend the Licensing Acts as affecting cities and boroughs in England (Mr. CAINE).

March 4.—*Bills Read a Second Time.*

PRIVATE BILLS.—Hull, Barnsley, and West Riding Junction Railway and Dock; King's Lynn Dock; Milford Dock (Junction Railway); Croydon Direct Railway; Metropolitan Railway (Park Railway and Parliament-street Improvement; Metropolitan Board of Works (Thames Crossings).

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ASHORE OR AFLOAT PUBLISHING COMPANY, LIMITED.—Petition for winding up, presented Feb 28, directed to be heard before Chitty, J., on Mar 8. Nash, New Bridge st, solicitor for the petitioners

CIVIL SERVICE AND GENERAL STORE, LIMITED.—Petition for winding up, presented Feb 25, directed to be heard before Chitty, J., on Mar 8. Ladbury, Queen st, Cheapside, solicitor for the petitioner

CIVIL SERVICE AND GENERAL STORE, LIMITED.—Petition for winding up, presented Feb 28, directed to be heard before Chitty J., on Mar 8. Scott, Coleman st, solicitor for the petitioner

DEVALAH CENTRAL GOLD MINES COMPANY, LIMITED.—Petition for the continuation of the voluntary winding up, or in the alternative for the winding up by the court, presented Feb 22, directed to be heard before Bacon, V.C., on Mar 8. Miller and Miller, Sherborne lane, solicitors for the petitioner

NON TARIFF FIRE INSURANCE COMPANY, LIMITED.—Kay, J., has fixed Mar 12 at 12, at his chambers, for the appointment of an official liquidator

PURE WATER COMPANY, LIMITED.—Pearson, J., has by an order, dated Feb 20, appointed James Harris, 8, Old Jewry, to be official liquidator

THAMES NEWSPAPER COMPANY, LIMITED.—Petition for winding up, presented Feb 25, directed to be heard before Chitty, J., on Mar 8. Levy, Surrey st, Strand, solicitor for the petitioner

[*Gazette*, Feb. 29.]

CANNOCK BREWERY COMPANY, LIMITED.—Petition for winding up, presented Mar 4, directed to be heard before Pearson, J., on Mar 15. Cave and Cave, Walbrook, solicitors for the petitioner

CHELSEA CAB COMPANY, LIMITED.—Bacon, V.C., has, by an order dated Feb 28, appointed Robert Maras, Wolverhampton, to be official liquidator

JABLOCHKOFF ELECTRIC LIGHT AND POWER COMPANY, LIMITED.—By an order made by Pearson, J., dated Feb 23, it was ordered that the voluntary winding up of the company be continued, and it was ordered that William Augustine Spain, the provisional official liquidator, be discharged. Clift, Cheapside, solicitor for the petitioner

LONDON CONTRACT COMPANY, LIMITED.—By an order made by Chitty, J., dated Feb 23, it was ordered that the voluntary winding up of the company be continued. Carr and Co, Vigo st, solicitors for the petitioner

MIDLAND PATENT BRICK AND COAL COMPANY, LIMITED.—Creditors are required, on or before April 7, to send their names and addresses, and the particulars of their debts or claims, to Edward Hart the younger, 14, Moorgate st. April 22 at 12 is appointed for hearing and adjudicating upon the debts and claims

PURE WATER COMPANY, LIMITED.—Creditors are required, on or before April 12, to send their names and addresses, and the particulars of their debts or claims, to Mr. James Harris, 8, Old Jewry. April 30 at 12 is appointed for hearing and adjudicating upon the debts and claims

RAILWAY PRINTING AND PUBLISHING COMPANY, LIMITED.—Chitty, J., has fixed Mar 14 at 12, at his chambers, for the appointment of an official liquidator

S. H. BECKLES & Co., LIMITED.—Chitty, J., has, by an order dated June 18, appointed Augustus Edwin Hibberd, 17, King's Arms yard, to be official liquidator

[*Gazette*, Mar. 4.]

UNLIMITED IN CHANCERY.

FINSBURY LOAN COMPANY.—Petition for winding up, presented Feb 26, directed to be heard before Chitty, J., on Saturday, Mar 8. Austin, Coleman st, solicitor for the petitioner

[*Gazette*, Feb. 29.]

FRIENDLY SOCIETIES DISSOLVED.

SMETHWICK AND WEST BROMWICH ANCIENT ORDER OF FORESTERS WIDOWS AND ORPHANS' SOCIETY, New Inn, Union st, Smethwick, Stafford. Feb 25

[*Gazette*, Feb. 29.]

HOPE OF WINDSOR SICK AND BURIAL SOCIETY, Foundry lane, Liverpool. Feb 28

[*Gazette*, Mar. 4.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF PROOF.

DANIELS, ELIZA, Devonshire st, St Marylebone. Mar 10. Wheeler v Robertson, Bacon, V.C. Scott Fox, St Mary's sq, Paddington

LENTON, ANN, Abbotsley, Huntingdon. Mar 31. Lenton v Brown, Kay, J. Wade Gery, St Neots

LLEWELYN, SARAH, Rhyl, Flint. Mar 25. Davies v Browne, Kay, J. Sandford, Belmont, Shrewsbury

ORTON, WILLIAM, The Green, Edmonton, Grocer. Mar 31. Brown v Orton, Kay, J. Robinson, Charterhouse sq

PRIAULX, HENRY, Budleigh Salterton, Devon, Esq. Oct 25. Harward v Vlieland, Pearson, J. Burrow, Cullompton

[*Gazette*, Feb. 29.]

BENNETT, SIDNEY, Curzon st, Mayfair, Orthopædic Practitioner. Apr 21. Sayer v Bennett, Kay, J. Leathley and Phipson, Lincoln's inn fields

BRISLEY, WILLIAM, Sheerness, Farmer. Apr 21. Fleming v Brisley, Kay, J. Copland, Sheerness

HENDRY, WILLIAM, Bridlington, York, Gent. Mar 29. Watson v Blakeney, Pearson, J. Watson, Kingston upon Hull

[*Gazette*, Mar. 4.]

CREDITORS UNDER 22 & 23 VICT. CAP. 35. LAST DAY OF CLAIM.

BADCOCK, ROBERT LEIGH, Stephens by Launceston, Cornwall, Land Agent. Mar 15. Cowlard and Co, Launceston

BARLOW, CHARLES EDWARD, Tunbridge Wells, Esq. Apr 5. Last and Sons, Queen Victoria st

BECKINGHAM, MARTHA, Mildmay pk, Highbury. Mar 25. Fisher, Essex st, Strand

BENTLEY, EDWARD, Sloane st, Chelsea, Picture Restorer. Apr 1. Child, William st, Albert gate

BROWNLOW, GEORGE JOHN, New ct, Carey st, Gent. Mar 24. Peacock and Goddard, South sq, Gray's inn

CHARLTON, MARIA, William st, Chiswick. Mar 25. Marshall, King st West, Hammersmith

DRAKE, EMMA, Clifton, Gloucester. Apr 1. Smith, Weston super Mare

FARRANT, ANNE, Belgrave rd, St John's Wood, Mar 20. Greenfield and Abbott, Queen Victoria st

GOVETT, PHILIP, Euston rd, Coffee House Keeper. Apr 7. Wilson and Co, Copthall bldgs
HALL, CHARLES AUGUSTUS, St Lawrence, Isle of Thanet, Kent, Gent. Mar 29. Hubbard, Ramsgate
HANCOCK, EDWIN, Bath, Surgical Instrument Manufacturer. Mar 31. Keary and Stokes, Chippenham
HARDING, BENJAMIN, Colehurst Manor, nr Market Drayton, Salop, Farmer. Apr 4. Warren, Market Drayton
HEWSON, JOHN JAMES, Johnstown, Carmarthen, Gent. Apr 7. Ley and Lake, Carey st, Lincoln's inn
HORTON, JOSEPH, West Bromwich, Provision Dealer. Mar 22. Coldicott and Son, Dudley
ISLIP, HANNAH, Burton on Trent. Mar 20. Wynne and Son, Lincoln's inn fields
JONAS, EMANUEL, Maida Vale, Esq. Apr 10. Finney and Co, Chancery lane
LAKE, JAMES PHILIPS, Stone bldgs, Lincoln's inn, Barrister at Law. Apr 7. Ley and Lake, Carey st, Lincoln's inn
LE CORNEY, GEORGE, Plymouth, Gent. May 31. Rooker and Co, Plymouth
LE CORNEY, LOUISA, Plymouth. May 31. Rooker and Co, Plymouth
L'EPINE, MARGARET, Perth. Mar 26. Stocken and Jupp, Lime st
LITTLEDALE, EDWARD, St James's sq, Major in H.M. Service. Mar 21. Walters and Co, New sq, Lincoln's inn
LOCK, THOMAS, Instow, Devon, Esq. Apr 5. Gibbs and Co, Newport, Mon.
MAGNUS, CHARLES HERMANN, Princess terrace, Camden Town, Gent. Mar 16. Bohn, Old Jewry
MARTIN, WILLIAM, Tiverton, Devon, Gent. Apr 7. Cockram, Tiverton
MEDGETT, GEORGE, Tredescant rd, South Lambeth, Ship Steward. Apr 30. Daniel, Ramsgate
OWEN, MARY, Manchester. Apr 1. Orford, Manchester
PARKINSON, ATKINSON, Scarborough, Esq. Mar 25. Swainson and Co, Lancaster
SHUCKBURGH, Sir GEORGE THOMAS FRANCIS, Bart, Shuckburgh, nr Daventry, Warwick. Mar 18. Kays and Jones, New inn, Strand
STRONG, HANNAH, Birkenhead, Steam Tug Proprietress. Mar 17. Danger, Liverpool
STYLES, WILLIAM, Regent st. Mar 10. Sweetland, Union ct, Old Broad st
TYHURST, JANE, Hastings. Mar 25. Meadows and Elliott, Hastings
VICKERS, JOHN, Great Saughall, Chester, Builder. Mar 31. Moss and Sharpe, Chester
WALLIS, HARRIETTE, Caterham Valley, Surrey. Apr 5. Newman and Co, Drapers' gardens
WHITESIDE, ALICE, Blackpool, Lancaster. Apr 8. Wild, Oldham
WILLETTS, DAVID, Dudley, Worcester, Chain Manufacturer. Feb 26. Homer, Brierley Hill
WILLIAMS, JOHN, Aberystwyth, Cardigan, Minister of the Gospel. Mar 22. Hughes and Sons, Aberystwyth
YATES, ROBERT, Woolwich, Greengrocer. Mar 31. Whale, Woolwich
YESCOMBE, MORRIS, Bath, Clerk in Holy Orders. Mar 25. Dixon and Co, Bedford row

[*Gazette*, Feb. 22.]

ADAMS, Col WILLIAM HENRY, Plymouth. May 31. Elworthy and Co, Plymouth
ASH, ALICE, Oldham, Lancaster. Apr 9. Buckley and Mattinson, Oldham
BARTH, CHARLES GEORGE, Woolwich, Butcher. Mar 31. Whale, Woolwich
BENNETT, MICHAEL, Uxbridge, Fishmonger. Apr 1. Merced, Uxbridge
BEVAN, CHARLES, Birtsmorton Court, Worcester, Farmer. Mar 22. Bretherton and Son, Gloucester
BOWMAN, HENRY, Calne, Wilts, Retired Bank Manager. Mar 15. Henly, Calne
BOYD, ANDREW, Liverpool, Esq. Mar 27. Miller and Co, Liverpool
BRIDGE, THOMAS MAN, Folkestone. Apr 21. Norton and Co, Victoria st, Westminster
BURGOIN, WILLIAM, Nottingham, Mineral Merchant. May 1. Rodgers and Thomas, Sheffield
BURGON, JOSIAH FRANCIS, Peckham rd, a person of unsound mind. Mar 31. Sandilands and Co, Fenchurch avenue
COLBOURN, WILLIAM RICHARD, Edgbaston, Birmingham, Ironmaster. Mar 25. Corser and Co, Wolverhampton
FAIRCLOUGH, MARGARET, Winstanley, Lancaster. Apr 10. Peace and Ellis, Wigan
FENNY, JOHN JAMES, Stockton on Tees, Brushmaker. Mar 5. Crosby and Farmer, Stockton on Tees
FORSTER, ROSE LOUISA, Belbrive, St Margaret's. Mar 25. Weall and Barker, Bell yard, Doctors' commons
GROTE, ARTHUR GEORGE, Aberdeen chbrs, Gt Marlborough st. Apr 8. Wickings Smith and Son, Lincoln's inn fields
HABURG, FREDERICK, Great Yarmouth, Norfolk, Gent. Apr 1. Costerton, Great Yarmouth
HARGROVE, SAMUEL, Handsworth, Stafford, Brassfounder. Mar 22. Rowlands and Co, Birmingham
HAWES, SUSANNA, Besborough st, Lower Belgrave st. Apr 5. Satchell and Chapple, Queen st, Cheapside
HEALING, WILLIAM, Shrewsbury, Accountant. Mar 31. Morris and Son, Shrewsbury
HUNT, JOHN, Kingston upon Hull, Gent. Apr 5. Underwood, Hull
HUXTABLE, Ven Archdeacon ANTHONY, Sutton Waldron, Dorset, Clerk in Holy Orders. Mar 31. Bridges and Co, Red Lion sq
IDIENS, ELIZABETH, Wolverhampton, Apr 2. Thorne and Co, Wolverhampton
JONES, THOMAS, Sheffield, Butcher. May 3. Broomhead and Co, Sheffield
JORDAN, WILLIAM, Pendleton, Lancaster, Chemical Manufacturer. Apr 21. Wood and Williamson, Manchester
LIVSEY, THOMAS, Oldham, Lancaster, Licensed Victualler. Apr 10. Standring and Taylor, Rochdale
MURRAY, MARY ANN, Avenue rd, Regent's pk. Mar 31. Saxton and Morgan, Somerset st, Portman sq
PIERS, FANNY ROSA, Burnham, Somerset. Mar 25. Board, Burnham
PILLING, JOHN, Warrington, Lancaster, Gent. Apr 10. Jeans and Co, Warrington
SAWDY, LOUISA, Stoke Damerel, Devon. May 31. Elworthy and Co, Plymouth
SIGSTON, JOSEPH TEALE, Welburn, York, Surgeon. Mar 20. Jackson, Malton
STEEL, MARY ANN, Woodbridge, Suffolk. Mar 31. Welton, Woodbridge
STIRLING, MARY ANN, St Albans Villas, Highgate rd. Mar 17. Farlow and Jackson, St Bene't pl, Gracechurch st
STOCK, JOHN, Woolton, nr Liverpool, Esq. Mar 27. Miller and Co, Liverpool
WEST, ANN RUDD, Weston super Mare. Mar 31. Baker and Co, Weston super Mare
WESTBEECH, CHARLES FREDERICK, Queen's rd, Buckhurst Hill, Retired Cabinet Maker. Mar 22. Barrett, John st, Bedford row
WINTERBOTTOM, JAMES, Oldham, Lancashire, Cotton Mill Secretary. Mar 31. Clegg, Oldham
WOODCOCK, ANNE ELIZABETH, Wigan, Lancaster. Mar 25. Woodcock and Walmesley, Wigan

[*Gazette*, Feb. 26.]

SALES OF ENSUING WEEK.

Mar. 12.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2 p.m., Reversions (see advertisement, Feb. 22, p. 3).
Mar. 13.—Messrs. C. C. & T. MOORE, at the Mart, at 1 for 2 p.m., Freehold and Leasehold Estates (see advertisement, this week, p. 3).
Mar. 13.—Messrs. PRICKETT, VENABLES, & Co., at the Mart, at 2 p.m., Fee Farm Rents (see advertisement, this week, p. 3).

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.		Court of Appeal.	V. C. Bacon.	Mr. Justice Kay.
Monday, March	10	Mr. Clowes	Mr. Lavie	Mr. Ward
Tuesday	11	Koe	Carrington	Pemberton
Wednesday	12	Clowes	Lavie	Ward
Thursday	13	Koe	Carrington	Pemberton
Friday	14	Clowes	Lavie	Ward
Saturday	15	Koe	Carrington	Pemberton
		Mr. Justice Chitty.	Mr. Justice North.	Mr. Justice Pearson.
Monday, March	10	Mr. Cobby	Mr. King	Mr. Teesdale
Tuesday	11	Jackson	Merivale	Farrer
Wednesday	12	Cobby	King	Teesdale
Thursday	13	Jackson	Merivale	Farrer
Friday	14	Cobby	King	Teesdale
Saturday	15	Jackson	Merivale	Farrer

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

CREE.—Feb. 29, at Parkside, 6, Dulwich-road, Herne Hill, the wife of Charles E. Cree, barrister-at-law, of a son.

DEATH.

BARTLETT.—Feb. 25, at Aubery House, Bath-road, Reading, William Robert Bartlett, solicitor, aged 66.

LONDON GAZETTES.

Bankrupts.
Under the Bankruptcy Act, 1869.
BANKRUPTCIES ANNULLED.
FRIDAY, Feb. 29, 1884.

Kennedy, Arthur John Clark, Albert Mansions, Victoria st, Gent. Feb 20

Liquidations by Arrangement.
FIRST MEETINGS OF CREDITORS.
FRIDAY, Feb. 29, 1884.

Cownty, Edward, Gravel lane, Southwark, Carman. Mar 11 at 3 at offices of Cooper and Co, Lincoln's inn fields

THE BANKRUPTCY ACT, 1883.
FRIDAY, Feb. 29, 1884.
RECEIVING ORDERS.

Avery, Henry, Birmingham, Manager of Trunk and Portmanteau Warehouse, Birmingham. Pet Feb 25. Ord Feb 25. Exam Mar 20
Bell, Henry Mellor, Angel rd, Brixton, Gent. High Court. Pet Feb 11. Ord Feb 26. Exam Mar 22 at 11 at 34, Lincoln's inn fields
Bellhouse, William, Rochdale, Lancashire, Carrier. Oldham. Pet Feb 26. Ord Feb 26. Exam Mar 13 at 1
Broadfoot, Robert, Crewe, Cheshire, Travelling Draper. Crewe. Pet Feb 2. Ord Feb 27. Exam Mar 10
Cheshir, William, Cricklewood, Hendon, Builder. Barnet. Pet Feb 15. Ord Feb 25. Exam Mar 19 at 12
Collins, Walter George, Carlton Colville, Suffolk, Farmer. Great Yarmouth. Pet Feb 27. Ord Feb 27. Exam Mar 19 at 11 at Townhall, Great Yarmouth
Cook, George Lanegan, Cheltenham, Gloucestershire, Trunk and Portmanteau Maker. Cheltenham. Pet Feb 25. Ord Feb 25. Exam Mar 21 at 11.30
Daggatt, Charles, Matley, nr Stalybridge, Cheshire, Brewer. Stalybridge. Pet Feb 16. Ord Feb 25. Exam Mar 13
Dawkins, Edward Alfred, Newport, Grocer's Assistant. Newport, Mon. Pet Feb 26. Ord Feb 26. Exam Mar 12
Dickenson, George Charles, Alfred pl, Chenies st, Bedford sq, Victualler. High Court. Pet Feb 8. Ord Feb 27. Exam Mar 28 at 11 at 34, Lincoln's inn fields
Ellison, John Abbey, Over, nr Winsford, Cheshire, Bank Manager. Nantwich. Pet Feb 16. Ord Feb 27. Exam Mar 10
Gilbert, Walter Raleigh, Cheltenham, Gloucestershire, Professional Cricketer. Cheltenham. Pet Feb 25. Ord Feb 25. Exam Mar 21 at 11.30
Goldman, Israel, Hull, Retired Tradesman. Kingston upon Hull. Pet Feb 25. Ord Feb 26. Exam Mar 11 at 3 at Court house, Townhall, Hull
Goldman, Moses Herbert, Kingston upon Hull, Lead and Glass Merchant. Kingston upon Hull. Pet Feb 25. Ord Feb 25. Exam Mar 11 at 3 at Court house, Townhall, Hull
Hardisty, Richard, Otley, Yorkshire, Aerated Water Manufacturer. Leeds. Pet Feb 23. Ord Feb 23. Exam Mar 12 at 11
Hay, Edward, Yockleton, Salop, Innkeeper, Shrewsbury. Pet Feb 25. Ord Feb 26. Exam Mar 7
Holsworth, Robert, Earsham, Norfolk, Builder. Gt Yarmouth. Pet Feb 25. Ord Feb 25. Exam Mar 10 at 12 at Townhall, Gt Yarmouth
Hughes, John, Tanlan, Maentwrog and Maentwrog rd Railway Station, Merionethshire, Coal Merchant. Bangor. Pet Feb 25. Ord Feb 25. Exam Mar 21 at 1.30
King, William, Southsea, Hampshire, Slater. Portsmouth. Pet Feb 25. Ord Feb 25. Exam Mar 20
Lewin, Isaac, Leicester, Yarn and General Agent. Leicester. Pet Feb 13. Ord Feb 25. Exam Mar 19 at 10
Lewin, Stephen, and James Welman, Poole, Engineers. Poole. Pet Feb 23. Ord Feb 23. Exam Mar 17
Lonsdale, Ralph, and James Hurst, Bolton, Lancashire Drapers. Bolton. Pet Feb 27. Ord Feb 27. Exam Mar 19 at 11
Marsden, Harry, Huddersfield, Manufacturer. Huddersfield. Pet Feb 26. Ord Feb 26. Exam Mar 7 at 12
Mitchell, Albert, Ossett, Yorkshire, Wool Extractor. Dewsbury. Pet Feb 27. Ord Feb 27. Exam Mar 21
Musgrove, Samuel, Randall's rd, York rd, Caledonian rd, Islington, Baker. High Court. Pet Feb 25, Ord Feb 25. Exam Mar 20 at 11 at 34, Lincoln's inn fields

North, John, Abingdon, Berkshire, Pork Butcher. Oxford. Pet Feb 27. Ord Feb 27. Exam Mar 20 at 12
Peacock, Reginald, Bligh Peacock, and James Peacock, Sunderland, Steamship Owners. Sunderland. Pet Feb 26. Ord Feb 26. Exam Mar 6
Peters, John, Newcastle upon Tyne, Hay Dealer. Newcastle on Tyne. Pet Feb 25. Ord Feb 25. Exam Mar 6
Plant, George, Hanley, Staffordshire, Beerseller. Hanley. Pet Feb 23. Ord Feb 27. Exam Mar 19 at 11
Reynolds, John, Eye, Suffolk, Veterinary Surgeon. Ipswich. Pet Feb 26. Ord Feb 26. Exam Mar 13 at 1
Royle, George, Over, Winsford, Cheshire, Coal Dealer. Nantwich. Pet Feb 14. Ord Feb 25. Exam Mar 10
Shillinglaw, James, Birkenhead, Collector. Birkenhead. Pet Feb 25. Ord Feb 25. Exam Mar 5
Thompson, John, and William Maxwell, Radford, Nottingham, Stone and Monumental Masons. Nottingham. Pet Feb 25. Ord Feb 26. Exam Mar 18
Thumwood, Charles, Slough. Windsor. Pet Feb 14. Ord Feb 25. Exam Mar 17 at 12
Vokes, Frederick Mortimer, Grove End rd, St John's wood, Actor. High Court. Pet Feb 9. Ord Feb 25. Exam Mar 25 at 11 at 34, Lincoln's inn fields
Wilson, Thomas, Bromsgrove, Worcestershire, out of business. Worcester. Pet Feb 27. Ord Feb 27. Exam Mar 12 at 2.30
Wood, John Rathbone, Kidderminster, Iron Merchant. Kidderminster. Pet Feb 26. Ord Feb 26. Exam Mar 25 at 11
Wood, Richard, Lower Mitton, Hartlebury, Worcestershire, no occupation. Birmingham. Pet Feb 25. Ord Feb 25. Exam Mar 20
Wroe, Frederick, Salford, Lancashire, Stationer. Salford. Pet Feb 18. Ord Feb 27. Exam Mar 12 at 2

FIRST MEETINGS.

Avery, Henry, Birmingham, Manager of Trunk and Portmanteau Warehouse. Mar 10 at 11. Luke Jesson Sharp, Whitehall chbrs, Colmore row, Birmingham
Barras, Harriett, Brighton, Sussex. Mar 10 at 12. 33, Carey st, Lincoln's inn
Bellhouse, William, Rochdale, Lancashire, Carrier. Mar 10 at 3.30. Townhall, Rochdale
Broom, Henry Charles, Gravesend, Kent, Tea Dealer. Mar 12 at 1. 33, Carey st, Lincoln's inn
Byrne, Margaret Mary Josephine, Liverpool, Milliner. Mar 10 at 2. Official Receiver, Lisbon bldgs, Victoria st, Liverpool
Cheshir, William, Cricklewood, Hendon, Builder. Mar 10 at 12. 28 and 29, St Swithin's lane, E.C.
Daggatt, Charles, Matley, Cheshire, Brewer. Mar 10 at 2. Official Receiver, Townhall chbrs, Ashton under Lyne
Gayford, Robert Dudley, Netteswell, Essex, Miller. Mar 7 at 11.30. Salisbury Hotel, Hertford
Gayler, Thomas Alfred, Upper Tollington pk, Holloway, Auctioneer. Mar 8 at 11. 33, Carey st, Lincoln's inn
Goldman, Israel, Hull, Retired Tradesman. Mar 10 at 12. Law Society, Lincoln's inn bldgs, Hull
Goldman, Moses Herbert, Kingston upon Hull, Lead and Glass Merchant. Mar 18 at 10. Law Society, Lincoln's inn bldgs, Bowlalley lane, Hull
Graham, William Stewart, Broadway, Westminster, Gent. Mar 10 at 3. 33, Carey st, Lincoln's inn
Harrison, John Watson, Spalding, Lincolnshire, Innkeeper. Mar 7 at 12.30. County Court Offices, Peterborough
Hincks, Thomas, Barrow in Furness, Lancashire, Coal Dealer. Mar 7 at 2.30. Official Receiver, 2, Paxton terr, Barrow in Furness
Holsworth, John, Mells, Wenhaston, Suffolk, Brickmaker. Mar 7 at 1. H. P. Gould, Queen st, Norwich
Holsworth, Robert, Earsham, Norfolk, Builder. Mar 7 at 3. H. P. Gould, Queen st, Norwich
Hughes, John, Tanlan, Maentwrog, and Maentwrog rd Railway Station, Merionethshire, Coal Merchant. Mar 8 at 12. Crypt chbrs, Eastgate row, Chester
Jacks, Philip, Leamington, Warwickshire, Commission Agent. Mar 8 at 11. Wright and Hassall, 11, Dormer pl, Leamington
Leigh, Samuel Thomas, Bedford st, Covent Garden, Cigar Merchant. Mar 7 at 2. 33, Carey st, Lincoln's inn
Lewin, Isaac, Leicester, Yarn and General Agent. Mar 10 at 3. Official Receiver, 28, Friar lane, Leicester
Lewin, Stephen, and James Wilman, Poole, Engineers. Mar 11 at 1. Inns of Court Hotel, High Holborn
Marsden, Harry, Huddersfield, Yorkshire, Manufacturer. Mar 10 at 3. Law Society, New st, Huddersfield
Peach, Robert Atkyns, Castletown rd, West Kensington, Secretary to the Mendicity Society. Mar 10 at 2. 33, Carey st, Lincoln's inn
Peacock, Reginald, Bligh Peacock, and James Peacock, Norfolk st, Sunderland, Steamship Owners. Mar 10 at 12. Official Receiver, Fawcett st, Sunderland
Peters, John, Newcastle upon Tyne, Hay Dealer. Mar 10 at 11. Official Receiver, County chbrs, Westgate rd, Newcastle upon Tyne
Reynolds, John, Eye, Suffolk, Veterinary Surgeon. Mar 8 at 2. White Lion Hotel, Eye
Royle, George, Over, Winsford, Cheshire, Coal Dealer. Mar 10 at 11. Royal Hotel, Crewe
Shillinglaw, James, Birkenhead, Cheshire, Collector. Mar 10 at 12. 48, Hamilton sq, Birkenhead
Suffield, John, sen, Birmingham, Manchester Warehouseman. Mar 7 at 10. Whitehall chbrs, Colmore row, Birmingham
Suffield, John, jun, Birmingham, Manchester Warehouseman. Mar 7 at 10.30. Whitehall chbrs, Colmore row, Birmingham
Suffield, Mark Oliver, Birmingham, Manchester Warehouseman. Mar 7 at 11. Whitehall chbrs, Colmore row, Birmingham
Thumwood, Charles, Slough. Mar 10 at 12. Official Receiver, 109, Victoria st, Westminster
Wilson, Thomas, Bromsgrove, Worcester, out of business. Mar 12 at 11. Official Receiver, Worcester
Wood, Richard, Lower Mitton, Worcester, no occupation. Mar 10 at 3. Whitehall chbrs, Colmore row, Birmingham
Yeoman, William Charles, Birmingham, Button Manufacturer. Mar 14 at 11. Luke Jesson Sharp, Whitehall chbrs, Colmore row, Birmingham
Young, William Amos, Hinton rd, Loughborough Junction, Bootmaker. Mar 12 at 3. 33, Carey st, Lincoln's inn

ADJUDICATIONS.

Avery, Henry, Birmingham, Manager of Trunk and Portmanteau Warehouse. Birmingham. Pet Feb 25. Ord Feb 26
Barker, Joseph, Tarvin, near Chester, Boot Maker. Chester. Pet Feb 6. Ord Feb 25
Betteridge, William, Upton on Severn, Worcestershire, Butcher. Worcester. Pet Feb 19. Ord Feb 26
Brown, Joseph, Bolton, Lancashire, Joiner. Bolton. Pet Feb 20. Ord Feb 26
Catt, James, Battle, Sussex, Surveyor. Hastings. Pet Feb 8. Ord Feb 26
Duckworth, James Henry, Bury, Lancashire, Woollen Draper. Bolton. Pet Feb 23. Ord Feb 27
Goldman, Moses Herbert, Kingston upon Hull, Lead and Glass Merchant. Kingston upon Hull. Pet Feb 25. Ord Feb 25
Johnston, Francis Henry, St Martin's le Grand, Clerk. High Court. Pet Feb 9. Ord Feb 26
Kinch, Charles, Liverpool, Bookseller. Liverpool. Pet Feb 14. Ord Feb 25
Lake Simon Heay, and Frederick Pugsley Sloley, Ilfracombe, Devon, Collar Makers. Barnstaple. Pet Feb 6. Ord Feb 26
Lester, Thomas, Littlebourne, Kent, Bricklayer. Canterbury. Pet Feb 14. Ord Feb 27
Parkhurst, Frank, Brighton, Carver. Brighton. Pet Feb 18. Ord Feb 26
Parkin, George Huxtable, Ilfracombe, Devonshire, Grocer. Barnstaple. Pet Feb 9. Ord Feb 26
Peters, John, Newcastle on Tyne, Hay and Corn Dealer. Newcastle on Tyne. Pet Feb 25. Ord Feb 25
Sainsbury, Francis Charles Barrett, Newcastle under Lyme, Staffordshire, Engineer. Hanley. Pet Feb 5. Ord Feb 23
Shillinglaw, James, Birkenhead, Collector. Birkenhead. Pet Feb 25. Ord Feb 25
Symons, William Edward, Plymouth, Devonshire, Licensed Victualler. East Stonehouse. Pet Feb 9. Ord Feb 26
Williams, John, Llanwrtyd, Brecon, Farmer. Carmarthen. Pet Jan 29. Ord Feb 25
Wilson, Thomas, Bromsgrove, Worcestershire, out of business. Worcester. Pet Feb 27. Ord Feb 27
Wood, John Rathbone, Kidderminster, Worcestershire, Iron Merchant. Kidderminster. Pet Feb 26. Ord Feb 26
Wood, Richard, Lower Mitton, Hartlebury, Worcestershire, no occupation. Birmingham. Pet Feb 25. Ord Feb 25

The following Amended Notice is substituted for that published in the London Gazette of the 26th February, 1884.

Robinson, George, Colne, Lancashire, Farmer. Burnley. Pet Jan 25. Ord Feb 21

TUESDAY, Mar. 4, 1884.

RECEIVING ORDERS.

Bond, Mark Laurence, Birmingham, Publican. Birmingham. Pet Feb 20. Ord Feb 29. Exam Mar 20
Bruckshaw, Benjamin, Churchaston, near Newport, Salop, Agricultural Implement Maker. Stafford. Pet Feb 12. Ord Mar 1. Exam Apr 7 at 12
Cliffe, William, Preston, Lancashire, Innkeeper. Preston. Pet Feb 28. Ord Feb 28. Exam Mar 14
Crouch, Henry, Northbourne, Kent, Miller. Canterbury. Pet Feb 27. Ord Feb 29. Exam Mar 14
Davenport, William Bloomfield, Liverpool, Tool Dealer. Liverpool. Pet Feb 18. Ord Feb 28. Exam Mar 10 at 11
Doggrell, William, Alton, Hampshire, Baker. Winchester. Pet Feb 21. Ord Feb 28. Exam Mar 12 at 10
Eglin, Matthew, and Benson Eglin, Leeds, Grocers. Leeds. Pet Feb 14. Ord Feb 27. Exam Mar 12 at 11
Elias, Simon, Heathcott st, Mecklenberg sq, Travelling Jeweller. High Court. Pet Feb 28. Ord Feb 28. Exam Mar 28 at 11 at 34, Lincoln's inn fields
Franklin, James Strickland, Ely, Cambridgeshire, Wine and Spirit Merchant. King's Lynn. Pet Feb 27. Ord Mar 1. Exam Apr 10
Frost, Charles, Barnet, South Mims, Brewer. Barnet. Pet Feb 28. Ord Feb 28. Exam Mar 6 at 11 at Townhall, Barnet
Gledhill, Samuel, Morley, Yorkshire, Contractor. Dewsbury. Pet Feb 27. Ord Mar 1. Exam Mar 21
Huntley, Berner, and Co, West Hartlepool, Durham, Shipbrokers. Sunderland. Pet Feb 15. Ord Feb 28. Exam Mar 13
Jenkins, Samuel, Commercial rd, Stepney, Furniture Dealer. High Court. Pet Feb 27. Ord Feb 27. Exam Mar 21 at 11 at 34, Lincoln's inn fields
Kritch, William Casper, and John Garland, Leeds, Machine Makers. Leeds. Pet Feb 27. Ord Feb 27. Exam Mar 12 at 11
Lack, George, Hull, Joiner. Kingston upon Hull. Pet Mar 1. Ord Mar 1. Exam Mar 17 at 12 at Court house, Townhall, Hull
Littlewood, John Sanderson, Birchencliffe, nr Huddersfield, Shoddy Agent. Huddersfield. Pet Mar 1. Ord Mar 1. Exam Mar 7 at 12
Luff, Samuel James Thomas, Brighton, Sussex, Grocer's Manager. Brighton. Pet Feb 29. Ord Feb 29. Exam Mar 20
McDonell, Adeline, Richmond, Surrey. Wandsworth. Pet Jan 30. Ord Feb 29. Exam Mar 27
Moore, Jonathan, Elm grove, Liscard, Nurseryman. Birkenhead. Pet Feb 28. Ord Feb 28. Exam Mar 12
Morewood, Joseph. Portsdown rd, Maida Vale, lately Goldbeater. High Court. Pet Feb 15. Ord Feb 29. Exam Mar 27 at 11 at 34, Lincoln's inn fields
Olive, William, Woolwich, Boot and Shoe Dealer. Greenwich. Pet Feb. 29. Ord Feb 29. Exam Mar 25 at 1
Rogers, John Frederick, Liverpool, Fruit Broker. Liverpool. Pet Mar 1. Ord Mar 1. Exam Mar 10 at 11
Slater, Samuel, Baildon, Yorkshire, Aerated Water Maker. Leeds. Pet Feb 27. Ord Feb 27. Exam Mar 12 at 11
Smith, Sarah Elizabeth, Nottingham, Dressmaker. Nottingham. Pet Feb 27. Ord Feb 27. Exam Mar 18
Softley, Richard Teasdale, Gt Yarmouth, Norfolk, Engineer. Gt Yarmouth. Pet Mar 1. Ord Mar 1. Exam Mar 19 at 11.30 at Townhall, Gt Yarmouth
Sworder, William, jun, Gt Munden, nr Ware, Farmer. Hertford. Pet Mar 1. Ord Mar 1. Exam Apr 2 at 12
Summers, John, Milford, Hampshire, Baker. Southampton. Pet Feb 29. Ord Feb 29. Exam Mar 14 at 11
Taylor, Edward, Brackley, Northamptonshire, Farmer. Banbury. Pet Feb 29. Ord Feb 29. Exam Mar 19
Taylor, John, Wakefield, Stationer. Wakefield. Pet Feb 29. Ord Feb 29. Exam Mar 13 at 11
Tinsley, Francis, Manchester, out of business. Manchester. Pet Feb 28. Ord Feb 28. Exam Mar 13 at 11.30
Townsend, Edward James, Kingston on Thames. Clothier. Kingston, Surrey. Pet Feb 29. Ord Feb 29. Exam Apr 4 at 3
Watkin, John, and Henry Watkin, Leicester, Coachbuilders. Leicester. Pet Feb 16. Ord Feb 28. Exam Mar 19 at 10
Wilson, Henry, Birmingham, Grocer. Birmingham. Pet Feb 27. Ord Feb 27. Exam Mar 20

The following Amended Notice is substituted for that published in the London Gazette of Feb 19, 1884.

Ward, Frederick William, Horbury lane Dye Works, nr Wakefield, Dyer. Wakefield. Pet Feb 12. Ord Feb 14. Exam Mar 13 at 11

FIRST MEETINGS.

Barlow, Thomas, Princess st, Edgware rd, Builder. Mar 13 at 2. 33, Carey st, Lincoln's inn
Bond, Mark Laurence, Birmingham, Publican. Mar 14 at 3. Luke Jesson Sharp, Whitehall chbrs, Colmore row, Birmingham
Broadfoot, Robert, Crewe, Cheshire, Travelling Draper. Mar 11 at 12. Official Receiver, Nelson pl, Newcastle under Lyme
Brooke, Thomas Farnell, Wallington, Surrey, Warehouseman. Mar 11 at 2. 33, Carey st, Lincoln's inn
Clark, Clarissa, and George Clark, Friar st, Doctors' commons, Bookbinders. Mar 12 at 12. 33, Carey st, Lincoln's inn
Collins, Walter George, Carlton Colville, Suffolk, Farmer. Mar 11 at 3. H. P. Gould, Queen st, Norwich
Coningham, Richard, East India rd, Poplar, Lodging house Keeper. Mar 13 at 11. 33, Carey st, Lincoln's inn
Cook, George Lanegan, Cheltenham, Gloucestershire, Trunk Maker. Mar 13 at 3.30. County Court, Cheltenham

Cornwell, Julius George, Leytonstone, Essex, Oilman. Mar 13 at 1. 33, Carey st, Lincoln's inn
Crouch, Henry, Northbourne, Kent, Miller. Mar 13 at 11. Fleur-de-Lys Hotel, Sandwich
Davenport, William Bloomfield, Liverpool, Tool Dealer. Mar 13 at 2. Official Receiver, Lisbon bldgs, Victoria st, Liverpool
Dawkins, Edward Alfred, Newport, Monmouthshire, Grocer's Assistant. Mar 11 at 12. Official Receiver, 34, Bridge st, Newport, Mon.
Doggrell, William, Alton, Hampshire, Baker, Mar 12 3. Official Receiver, 11 Jewry st, Winchester
Eglin, Matthew, and Benson Eglin, Leeds, Grocers. Mar 11 at 11. Official Receiver, St Andrew's chbrs, 22, Park row, Leeds
Ellison, John Abbey, Over, nr Winsford, Cheshire, Bank Manager. Mar 12 at 4. Royal Hotel, Crewe
Frost, Charles, Barnet, Brewer. Mar 12 at 12. 28 and 29, St Swithin's lane
Gilbert, Walter Raleigh, Cheltenham, Gloucestershire, Professional Cricketer. Mar 13 at 11. Official Receiver, 84, Barton st, Gloucester
Gillespie, John, College crescent, Belsize Park, Hampstead, out of business. Mar 12 at 12. Official Receiver, 109, Victoria st, S.W.
Hawes, William, Corbyn st, Hornsey Rise, Builder. Mar 13 at 3. 33, Carey st, Lincoln's inn
Hay, Edward, Yockleton, Salop, Innkeeper. Mar 11 at 12. Adnitt and Naunton, the Square, Shrewsbury
Jordan, Charles William, Norfolk terrace, Bayswater, Gilder. Mar 11 at 12. 33, Carey st. Lincoln's inn
Kritch, William Casper, and John Garland, Leeds, Machine Makers. Mar 11 at 3. Official Receiver, St Andrew's chmbrs, 22, Park row, Leeds
Lack, George, Baker st, Hull, Joiner. Mar 14 at 11. Law Society, Bowl alley lane, Hull
Iliffe, William, Preston, Lancashire, Innkeeper. Mar 13 at 3. Official Receiver, 14, Chapel st, Preston
Lonsdale, Ralph, and James Hirst, Bolton, Draper. Mar 11 at 11. Official Receiver, 16, Wood st, Bolton
Luff, Samuel James Thomas, Brighton, Sussex, Grocer's Manager. Mar 14 at 2. 160, North st, Brighton
Mitchell, Albert, Ossett Spa, Ossett, Yorkshire, Wool Extractor. Mar 12 at 4. Official Receiver, Bank chbrs, Batley
Moore, Jonathan, Liscard, Cheshire, Nurseryman. Mar 12 at 1. 48, Hamilton sq, Birkenhead
Musgrove, Samuel, Randall's rd, York rd, Caledonian rd, Baker. Mar 14 at 1. 34, Lincoln's inn fields
North, John, Abingdon, Berkshire, Pork Butcher. Mar 20 at 11. Official Receiver, 126, High st, Oxford
Plant, George, Hanley, Staffordshire, Beerseller. Mar 11 at 10.30. Official Receiver, Nelson pl, Newcastle under Lyme
Roberts, Evelyn Stuart Blaker, Cromwell rd, Kensington, no occupation. Mar 14 at 12. 34, Lincoln's inn fields
Simpson, Julius, Caversham rd, Kentish town, Importer of Gilt Mouldings. Mar 14 at 2. 34, Lincoln's inn fields
Slater, Samuel, Baildon, Yorkshire, Aerated Water Manufacturer. Mar 11 at 12. Official Receiver, St Andrew's chmbrs, 22, Park row, Leeds
Summers, John, Milford, Hampshire, Baker. Mar 14 at 2. Official Receiver, 4, East st, Southampton
Taylor, John, Wakefield, Stationer. Mar 12 at 2.30. Official Receiver, Southgate, Wakefield
Tinsley, Francis, Manchester, out of business. Mar 13 at 2. Official Receiver, Ogden's chmbrs, Bridge st, Manchester
Watkin, John, and Henry Watkin, Leicester, Coach Builders. Mar 13 at 12. Official Receiver, 28, Friar lane, Leicester
Wilson, Henry, Birmingham, Grocer. Mar 12 at 3. Luke Jesson Sharp, Whitehall chmbrs, Colmore row, Birmingham
Wood, John Rathbone, Kidderminster, Worcestershire, Iron Merchant. Mar 25 at 3. Townhall chmbrs, Kidderminster
Wroe, Frederick, Salford, Lancashire, Stationer. Mar 12 at 2.30. Court house, Encombe pl, Salford

ADJUDICATIONS.

Bellhouse, William, Rochdale, Lancashire, Carrier. Oldham. Feb 25. Ord Feb 26
Brooks, William Thomas, Harrow rd, Paddington, Boot and Shoe Maker. High Court. Pet Feb 7. Ord Mar 1
Cliffe, William, Preston, Lancashire, Innkeeper. Preston. Pet Feb 28. Ord Feb 29
Davenport, William Bloomfield, Liverpool, Tool Dealer. Liverpool. Pet Feb 18. Ord Feb 29
Farmer, Thomas, Blackpool, Watchmaker. Preston. Pet Feb 11. Ord Feb 29
Foreman, Henry, Sherbrooke rd, Fulham, Builder. High Court, Pet Jan 22. Ord Mar 1
Gower, Henry, and Frederick Pettipher, Manor Park, Little Ilford, Essex, Builders. High Court. Pet Feb 13. Ord Mar 1
Haigh, Thomas Wilton, Prescot, Lancashire, Brewer. Liverpool. Pet Feb 15. Ord Feb 28
Hampshire, Oliver White, Wakefield, Rag Merchant. Wakefield. Pet Feb 15. Ord Feb 28
Hincks, Thomas, Barrow in Furness, Lancashire, Coal Dealer. Barrow in Furness. Pet Feb 11. Ord Feb 29
Howard, Henry A., Swansea, Glamorganshire, Grocer. Neath. Pet Jan 31. Ord Feb 29
King, William, Southsea, Hampshire, Slater and Builder. Portsmouth. Pet Feb 25. Ord Feb 29
Lack, George, Hull, Joiner. Kingston upon Hull. Pet Mar 1. Ord Mar 1
Lake, Matilda, Devonport, Devonshire, China, Glass, and Earthenware Dealer. East Stonehouse. Pet Feb 14. Ord Feb 29
Laurence, George, Gledholt, Huddersfield, out of business. Huddersfield. Ord under sec 103. Ord Feb 29
Ling, Arthur, Northampton, Ironmonger. Northampton. Pet Feb 16. Ord Feb 29
Mitchell, Albert, Ossett Spa, Ossett, Yorkshire, Wool Extractor. Dewsbury. Pet Feb 27. Ord Feb 28
North, John, Abingdon, Berkshire, Pork Butcher. Oxford. Pet Feb 27. Ord Feb 28
Parker, John Woodcock, Kimberley, Nottinghamshire, Grocer. Nottingham. Pet Feb 19. Ord Feb 27
Plant, George, Hanley, Staffordshire, Beerseller. Hanley. Pet Feb 23. Ord Feb 27
Powell, John, Maengwynedd Llanrhaiadr yn Mochnant, Oswestry, Farmer. Wrexham. Pet Feb 21. Ord Feb 27
Proffitt, William, Liverpool, Builder. Liverpool. Pet Jan 16. Ord Feb 28
Roberts, Evelyn Stuart Blaker, Cromwell rd, Kensington, no occupation. High Court. Pet Jan 17. Ord Feb 28
Rosset, Otto, Old Broad st, Foreign Banker. High Court. Pet Feb 1. Ord Mar 1
Royle, George, Over, Winsford, Cheshire, Coal Dealer. Nantwich. Pet Feb 14. Ord Mar 1
Slater, Samuel, Baildon, Yorkshire, Aerated Water Manufacturer. Leeds. Pet Feb 27. Ord Feb 29
Smale, John, Frithelstock, Devon, Farmer. Barnstaple. Pet Feb 12. Ord Feb 28
Stubbs, Charles, Binns' Farm, nr Lichfield, Farmer. Walsall. Pet Jan 30. Ord Feb 28
Summers, John, Milford, Hampshire, Baker. Southampton. Pet Feb 26. Ord Feb 29
Tinsley, Francis, Manchester, out of business. Manchester. Pet Jan 28. Ord Feb 28
Tolley, John William, Bewdley, Worcestershire, Ginger Beer Maker. Kidderminster. Pet Feb 21. Ord Feb 29
Tye, William, Ipswich, Builder. Ipswich. Pet Feb 14. Ord Feb 28
Underhill, John, Dudley, Worcestershire, Ironmonger. Dudley. Pet Feb 23. Ord Feb 28
Watkin, John, and Henry Watkin, Leicester, Coachbuilders. Leicester. Pet Feb 16. Ord Mar 1
Wilson, Henry, Birmingham, Grocer. Birmingham. Pet Feb 27. Ord Feb 29
Woollett, Henry, Folkestone, Grocer. Canterbury. Pet Feb 5. Ord Feb 29
Wroe, Frederick, Salford, Lancashire, Stationer, Salford. Pet Feb 18. Ord Feb 28

The Subscription to the SOLICITORS' JOURNAL *is—Town, 26s.; Country, 28s.; with the* WEEKLY REPORTER, *52s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth, 2s. 6d., half law calf, 5s. 6d.*

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

CONTENTS.

NOTICES TO CORRESPONDENTS.—*All communications intended for publication in the* SOLICITORS' JOURNAL *must be authenticated by the name and address of the writer.*

The Editor does not hold himself responsible for the return of rejected communications.

*** *The Publisher requests that early application should be made by persons desirous of obtaining back numbers of the* SOLICITORS' JOURNAL, *as only a small number of copies remain on hand.*